

THE
PRESIDENT
OF
PRESIDENTS.

OR,
One General Prefident for
Common Affurances by Deeds:
Wherein there is an Extract
of all the general Learning and
Forms of Presidents now extant.

Out of which you may be fitted for
most Purposes and Cases; and be able
to finde the Faults of any Conveyances,
and so judge of your Right and Title to
your Lands and Goods; here being (up-
on the matter) the Effect and Quintes-
sence of all Books of this kind.

Of singular use and profit to all men.

By *William Sheppard, Esq;*

The Second Edition, corrected and amended.

L O N D O N:

Printed by J. C. for Robert Pawlet, at the Bible in
Chancery-lane. 1677.

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TO THE
READER.

My dear Country-men,]

H E weightiness of
the Subject being
that upon which all
mens whole out-
ward Estates depend, hath cau-
sed me to write this Treatise, to
help in a Matter of so great
importance. I have taken the
pains here in this Work, to
contrive and make up One
Great

To the READER.

Great Prefident for
Common Assurances by
Deed, in a new and untroden
way and method ; and the same
very full, short, and easie, ser-
ving almost to all Purposes and
Cases. And by this, advisedly
read, and well understood, as
by a common Estandard, you shall
be able to try the validity and
goodness, and finde the flaws
and faults of a Conveyance al-
ready made or to be made, and
so of your Right and Title to
your Land and Goods thereby
conveyed ; and by this all per-
sons will be the better provided
to put their Case to their Law-
yer, or see to the making of
their

TO the READER.

their own Conveyances. Now
all this is made as a Copy writ-
ten to your hands ; and so
made, that you may take it out,
and write it as well as he that
first made it ; whereby you
will not so much need the larger
Treatises of this kinde, for
herein you have (upon the
matter) indeed the Marrow,
Effect, and Quintessence of all
Books of this nature, the main
designe and labour hereof being
to shew when a Conveyance is
good, and wherein the defects
thereof do lye : And if you
follow the light of this Presi-
dent, you are sure your Con-
veyance is good, and there is

To the READER.

*no defect at all in it. Your
friendly acceptance is all that
is expected from*

Your

Loving Countryman,

W. Sheppard.

The

The President of Presidents.

CHAP. I.

Of Deeds in General.

BEfore we come to the President it self, (for the making of way to it) we must of necessity premise in a few words something of a Deed in general, and something of the several kinds of Deeds: and then you shall have the great President it self, and after it a few special Presidents attending it.

A Deed is an Instrument or Writing in Paper or Parchment, Sealed and Delivered, to testify the Agreement of the Parties thereunto for the matter contained in it.

Deed what.

And of Deeds there are divers kinds, some of them are indented, that is, cut at the top or of either side: and this is the best way of making a Deed: and some of them are Poll, i. they are plain on every side and at the top. The Deed indented is sometimes of two parts, and sometimes of three parts, and sometimes of more parts, and commonly every party to the Deed hath a part of the Deed: some of them are in the first person thus, Know all men by these

The kinds of it.

B.

pre-

Sect. I.

presents, that I A. B. of, &c. have given, [or that we A. B. and C. D. have given, &c.] And it doth testifie, that one party only hath put to his Seal : and an Indenture thus made is good enough : And some in the third person thus, Witnesseeth, that A. B. hath given, &c. and a Deed Poll thus made is good enough : some Deeds are of matters of Grants, as Feofments, Gifts, Leases, and the like ; and some of matter of Discharge ; some are making or constitutive, as Feofments, Leases, Bonds, and the like ; and some are marring, or remissory, and liberatory, as Releases and the like. The Writing making is that which hath in it some Agreement for some Debt or Duty to be paid, or some Fact to be done or performed, as an Obligation, Bill, &c. The Instruments of Writing that are constitutive, are some of them creating, *i.* such whereby any Estate, Property, Power or Obligation, not having any being before, is newly raised and created, as the first Grant of a common way, Rent, &c. Estate in Tail, for Life or Years, Warranty, &c. Or they are Conveying, *i.* thole by which Estates, Properties or Powers already made are conveyed to others, as Feofments, Assignments, Surrenders, and such like. The Writing Remissory is that which doth contain an Agreement for the Release or Discharge of something formerly agreed to be done and performed.

The most ordinary Deeds are Deeds of Feofment, of Bargain and Sale, of Gift, or Grant, of Lease, of Exchange, of Surrender, of Confirmation, of Release, Indentures to lead Uses, a Cove-

Covenant to stand seized of Land to Uses, Articles of Covenant, Obligations and Bills; but Revocations, Licences, Letters of Attorney, and divers other Instruments in Writing are called Deeds also. We shall speak only to those which are most ordinary and common. The Deeds of Feoffment, Gift, Grant, Bargain and Sale, and Leases by which Land is usually passed from man to man, have certain formal and orderly parts, which make up the whole. 1. The Premises, *i.* the fore part including the Exception and Recital with the Grants. 2. The *Habendum*. 3. The Covenants and Terms of the granting and holding of the thing granted; and in this is included the Reservation, Condition, Warranty, Covenant, Letter of Attorney for Livery. 4. The Conclusion, In witness, &c. and the date which may be at the beginning or at the end of the Deed: but a Deed may be good, albeit it have not all these parts, and albeit they be not orderly placed. We shall open the parts of a Deed.

The Premises, which is all the forepart of the Deed to the *Habend.* *i.* To have and to hold. The Office of this part of the Deed is rightly to name and set down the Grantor and Grantee, and certainty of the thing granted, either by express words, and that which is certain in itself, or by that which by Reference may be reduced to a certainty: and within this part comes in properly the Exception and Recital, if there be any in the Deed.

Premises!
what.

The Recital is the setting down or Report of something done before. The Exception is

Recital
what.

the taking out of the Deed of something granted before in it ; and as to this part of the Recital there is nothing needful to be known but this, *i.* That however in case where one is to take a new Estate of the Kings Majesty, and there be an old or former Estate in being of the thing before, there he must recite the former Estate in some Cases ; otherwise the Deed will not be good ; yet in the Case of a common person no such Recital is necessary, nor is it needful when a man is to derive a lesser out of a greater Estate, or assign over a Term of years, that there should be any Recital of the former Estate then in being, but it may be omitted, howbeit if it be truly Recited, it is best to recite it. 2. If one do take upon him to make a Recital, he must take heed he do not mis-recite, and mistake ; for if one make a new Deed with reference to an old Deed, let him see he do not mistake ; for some mistakes are dangerous in these cases. So if one grant a new Estate with reference to a former Estate. See *Chap. 3. Sect. 4.*

Exception
what.

The Exception in a Deed is a clause thereof, whereby the Feoffor, Donor, Grantor, or Lessor doth except somewhat out of that, which he had granted before by the Deed : and it is usually made by one of these words, Excepted or Excepting, Besides, Saveing, Save onely : and hereby the thing exempted passeth not, but it is divided from the rest of the things granted. For the Rules concerning this, See the President, *Chap. 3. Sect. 5.*

Habendum
what.

The *Habendum* is that part of the Deed which

which doth begin with, To have and to hold. And the Office hereof is to set down again the name of the Grantee, the Time, or Estate to be limited, and to what ule. For the opening of this, See the President, *Chap. 3. Sect. 6.*

The Reservation or *Reddendum* in the Deed, Reservation
what. is a clause in the same, whereby the Feoffor, Donor, or Lessor doth reserve some new thing to himself out of that which he granted before. And it is commonly made by some such word as this [Yielding, Paying, Doing, Reserving, Finding.] And this doth alwayes reserve something which was not before, or abridge the Tenure of that which was before. See for the opening of this, *Chap. 3. Sect. 7.*

The Condition in a Deed is a clause of Re- Condition
what. straint, or a bridle expressed and annexed and joyned to an Estate, staying and suspending the same, and making it incertain, whether it shall take effect or no.

And of these Conditions in Deeds are divers sorts, for some of them are precedent to the Estate, and the condition must be performed e're the Estate can take effect. And some are subsequent, (that is) when the Estate is executed, but the continuance thereof dependeth upon the breach or performance of the Condition.

Some of them also are in the Affirmative, Sect. 2. (that is) do consist of doing : and some in the Negative (that is) they do consist of not doing : some of them also are collateral, (that is) when the Act to be done is a collateral Act to the Estate, (as to pay ten Pounds, or the like) And

some of them are inherent, (that is) annexed to the Rent or Estate. Some of them also are restrictive, and contain matter of restraint, as that the Lessee shall not alien, or not do waste. And some of them are compulsory, as that the Lessee shall pay to the Lessor ten pounds or lose his Estate. Some of them are single to do one thing onely: and some of them are copulative, to do divers things: some disjunctive, to do one of divers things. Some Conditions make the Estate whereunto they are annexed void, without Entry or claim. Others make them voidable only by Entry or claim. Some Conditions tend to destroy Estates, and some to make or to enlarge Estates: and some neither to make nor to destroy, but to clog Estates: as a Lease made rendring Rent on Condition, that if the Rent be not paid, the Lessor shall enter and keep the Land till the Rent be paid. And Conditions of all these sorts may be good in a Deed. See for the opening hereof, *Chap. 3. Sect. 8.*

Warranty
what,

A Warranty in a Deed is a clause or Covenant made in it by the one party to the other, whereby the party Feoffor, Donor, or Lessor doth for him, and his Heirs grant to warrant and secure Land granted to the Feoffee, Donee and his Heirs during the Estate, and it is usually thus, I A. B. do grant, [or covenant] for me and my Heirs, that I and my Heirs shall and will warrant, and for ever ever defend to C. D. and his Heirs the said premises against all men for ever. But see for this at large in the President, *Chap. 3. Sect. 9.*

A Covenant in a Deed is the agreement or consent of two or more expressed therein, whereby either, or one of the Parties doth promise to the other, that something is done already or shall be done afterwards. Covenant
what.

Covenants are some of them real, which is, where a man doth bind himself to pass a real thing, as Lands or Tenements, as to levy a Fine of Land, &c. or when it doth run in the reality so with the Land, that he that hath the one hath the other, or he that hath the one must do the other: or it is personal, (that is) when it doth run in the personalty, and not with the Land, but some person in particular is to be charged with, or have benefit by it, as when one doth covenant to build or repair a House. Covenants also are said to be either inherent, (that is) such as are conversant about the Land, as that the thing demised be quietly enjoyed, repaired, or the like, or collateral, (that is) about some collateral thing, that do nothing at all, or not so much concern the thing granted, as to pay money, or build an House upon another mans ground, or the like. See for this in the President, *Chap. 3. Sect. 10.*

The Letter of Attorney to make Livery of Seisin in the Deed, is an authority given by the Deed, and by him that makes the Estate to some other person or persons, to make the Livery of Seisin to perfect the Estate made by the Deed. See also for this in the President, *Chap. 3. Sect. 26.* Letter of At.
turney what.

The conclusion is in the words, In witness whereof the parties have hereunto set their hands and seals. Conclusion
what.

Sec. 3.
Things necessary to be
done to make
a Deed good.

As to all kind of Deeds in general, these things are to be known, 1. That there are divers things necessarily required to the making of every Deed, without which it cannot be a good Deed: and as to this part, these things must be in the case of a Deed well made. 1. It must be written in Parchment or Paper legibly and formally. 2. The persons that make the Deed must be able to make such a Deed absolute, and not disabled by Law, as are infants, mad men, women in most cases, that have Husbands without joyning with them, and the like. 3. That the persons to whom the Deed is made be capable, and not disabled by Law to take the thing given by the Deed, as Monks, Friars, Aliens, and such like persons. 4. A thing to be granted and passed. 5. And all this must be set down by sufficient names in the Deed; for to every well made Deed there must be a Grantor, Grantee, and thing granted, and all these well expressed, and if either of these be wanting the Deed is void. If the man that be to seal it, be a man that cannot read himself, and he desire to hear it read or the contents thereof declared to him, in this case before he seal it is necessary the same be truly read, or the contents thereof truly declared unto him by the party, or some other by his appointment. 7. That the Deed be then sealed by him that makes it, or by some other by authority from him. 8. That after all this it be delivered as his Deed by him, or some other by authority from him. 9. That the ground or end of making the Deed be good and honest, and not to perfect some unlaw-

unlawful contract, made either by force or fraud. 10. Also in some cases to make a Deed good, and an Estate to pass by it, some other ceremonies, as Intolment, Attornment, and Livery of Seisin, are necessary. 11. In most cases also the agreement and acceptance of him to whom the Deed is made is necessary.

Sect. 4.

We shall say something to all these things in order one after another. And first of the writing of a Deed, for the opening of the learning whereof these things are to be known. 1. The

Writing must be upon Paper or Parchment, for Deeds may not be made in Linnen, the Bark of a Tree, or any other such like thing.

2. It must be all written before it be Sealed and delivered; for to insert any thing into a Deed, after it is finished, sealed, and delivered, is dangerous, for it makes the Deed void. 3. It may

be written in any hand, Text, Court-hand, Roman or Secretary. And it may be written in

any other Language, as well as in the English Language. 4. The writing crooked or besides

the Lines will not hurt the Deed, nor any alteration, rasure or interlining made before the Delivery: although regularly such ought to be

taken notice of by some indorsement: nor will false and incongruous *Latine* or *English* hurt a Deed if the sense and mind of the parties can be clearly discerned by the words. 5. The

matter written must for the substance thereof be legal and orderly. 6. It is not material whether it be in the first or third person, so as the

words be aptly applied. 7. Nor is it necessary, that every Deed have all the parts of a Deed be-

fore

Conclusion.

Date.

**Sealing and
Delivery.**

**The parties to
the Deed.**

Disability.

fore named, Premisses, *Habendum*, &c. for a Deed may be good without any *Habendum*, and albeit the parts be placed otherwise than as is before set down. 8. It may be good without a conclusion, In witness, &c. 9. It may be good albeit it mention no time or place of Date or Making, or it have a false or impossible Date. 10. And albeit there be no mention made of the Sealing and Delivery, yet if in truth it be sealed and delivered, and the Sealing and Delivery can be proved, it is good enough.

As to the second thing, the ability or capacity of the persons that make the Deed, these things are to be known. 1. That any persons natural male or female by birth as native Subjects, or making as Aliens naturalized, or politick as Corporations sole, or aggregate of many not forbid by Law, may by common consent give or grant by Deed. 2. But persons attainted of Felony, or Treason, or in a *Premunire*, Ideots, mad men, men deaf, blind, and dumb from their nativity, women covert without their husbands, infants, and some others, cannot make good Deeds of Gift or Grant, or any kind of Deed, except it be in some special cases, and of some special things, but Bastards, such as are deaf, dumb, or blind, that have understanding and sound memory, albeit they cannot express their intentions otherwise than by signs, drunken persons, excommunicate, outlawed persons, these may make any Deed, as other men may do. 3. He that is disabled to take by a Deed, is disabled to give or Grant by Deed. 4. Joint-tenants, Tenants in common or Partners may grant

grant away their parts to strangers, and so they may by one kind of Deed or other one to another, See more of this in *Chap. 2.* throughout the *Chapter.*

And as to the third thing, the ability of the persons to whom the Deed is made, this is to be known. 1. That regularly all men, and in all conditions may take by Deed, for it is for their profit. 2. Many that may not give or grant by Deed, may have or take by a Deed of Gift or Grant, as persons attaint, Aliens, Infants, Women covert, Ideots, and such like: but then in some of these cases they themselves, and in some cases others may afterwards avoid the Deed, or take the profit of the thing given or granted from them. 3. He to whom the Deed is made must be a person in being at the time of the Deed made; otherwise he cannot take by it. See more in *Chap. 2. Sect. Chap. 3. Sect. 4.*

As to the fourth thing, the subject, matter, or thing granted, this is to be known. 1. The thing to be given or granted by the Deed must be not only grantable in his own nature, but grantable by him that doth grant it. 2. All corporal and immovable things, such as are Houses, Lands, Woods, and the like, are grantable in Fee, in Tail, for Life or years, at first, and afterwards from man to man by Deed; but a Lease at Will is not grantable over. 3. Also incorporeal things, as Rents, Services, Advowsons, Presentations, Reversions, Remainders, Offices, Licences, Franchises, Commons, are grantable by Deed. 4. Chattels real and personal, as Leases for years, present or to come, the interest a man hath

The thing
granted, and
Name of
granting it.

hath in Land by Extent upon Statutes or Judgment, Oxen, Horses, Plate, Household-stuff, and the like are grantable; also Trees, Grasse, Fruit upon the Trees, Wool upon the Sheeps back, Money, Tithes, Deeds, and almost all things are grantable by Deed: but herein great wariness must be used and had: for some of these things are grantable at the first in their creation, but not transmissible or assignable afterwards, and some of them are grantable and assignable over always. And some things may be granted entirely, but not in part, and other things may be granted entirely or in parts; and some thing may be granted to any body; but other things cannot be granted but to some special persons: and some things that are incident to others, are not grantable without the thing to which they are incident. 5. The great Offices of Trust, and Judicial Offices, Licences and Authorities after their first making and granting are not grantable or assignable over by Deed to others. 6. A bare possibility of an Interest which is incertain, a Rent, a Service, or other thing, that is wholly in suspense, things in Action, and things of that nature, as causes of Suits, Rights and Titles of Entry, things that are *feræ nature*, as wilde Conies, Hares, Deer, or the like, are not grantable at all by Deed: so neither are Trusts and Confidences of Lands or Goods. 7. A Grant may be of a Moyety third, fourth, or fifth part of a Mannour or a Mesuage or Land, and that by the name of a Moyety, third, fourth or fifth part thereof. See more of this in Chap. 3. Sect 4.

Sec. 5.

As to the fifth thing, the right naming and describing of the parties to the Deed, Grantor or Grantee, and the thing granted, these things must be known. 1. The names of the persons and things are set down onely to distinguish, and to make the persons and things certain; and therefore however it is best to describe the persons by their true, and proper names of Baptism and Sir-names and places of dwelling; and if it be a Corporation, by the true name, whereby the Corporation was made; yet mistakes in this case, unless they be very gross, will not avoid the Deed. 2. Care must be had in setting down of the names of Baptism, and Surname of him to whom a Deed is made, a mistake there is somewhat dangerous. 3. Any thing may be called and granted by Deed by a new name that it hath gotten and is called by of later times, for nine or ten years, albeit it be an improper name, and not the ancient name. 4. By the Grant of Land in possession the Reversion thereof will pass well enough. 5. In the description of the thing granted, it is best to do it exactly, and rather overdo it than do too little, and to do it plainly and perspicuously. 6. If the names of the person Grantor, or person Grantee, or thing granted be altogether mistaken, or there be such uncertainty in it that it cannot be by any means made certain, then the Deed is void: it is safe therefore to set down their certain names of Baptism, and Surnames, with sufficient additions of Place, Estate, Degree, Mystery, or Occupation to distinguish them from other persons of like name, as Duke, Marquess, Earl, Viscount, Baron or Lord, which

Mistakes of
names of per-
sons or things.

which be names of Nobility and Honour, or Knight, Esquire or Gentleman, which are also names of less Nobility or Honour; or if it be a Spiritual person, Bishop, Parson, Vicar, Clerk, &c. or if it be another man, Yeoman, Husbandman, Artificer, Labourer, Baker, Brewer, Carpenter, or the like, or Merchant, Mercer, Woolen Draper, or the like. So if it be a Corporation or Body civil or politick, it is safe to set down by the name whereby it is made in the Charter. And for the thing granted to set it down by apt and usual names, and by such other accidents and circumstances as may certainly describe it, and distinguish it from all others, as Town, Hamlet and County, butting it at the ends, and binding it at the sides, and saying, in whose occupation it is, &c. and all this in plain and common words. See more of this in *Chap. 3.*

Reading of a
Deed to an il-
literate man.

As to the sixth thing, the reading of the Deed to an illiterate man, these things are to be known;
1. If the party that is to seal the Deed be a blind or illiterate man, and he desire to hear the Deed read, or the contents thereof declared to him, and it be not done, and he after seal and deliver the Deed, this is not a good Deed. 2. If upon or without any such desire he to whom the Deed is made, or a stranger read the Deed, or declare the contents thereof falsely and otherwise than they are, the Deed will be void, at least for so much as is misread or mis-declared. 3. If the party himself that is to seal and deliver the Deed before the sealing of it cause another that is a stranger covinously to read it or declare the contents thereof falsely to him, of purpose to make the

the Deed void, this will not hurt him. 4. And if the party that is to seal the Deed can read himself and doth not, or being an illiterate and a blind man doth not require to hear the Deed read, or the contents thereof declared, in this case albeit the Deed be contrary to his mind, yet it is good enough.

As to the seventh thing, the sealing of the Deed, these things are to be known. 1. If a Writing be never so well written before, and delivered afterwards, yet if it be not sealed between the writing and the delivery, it is not a good Deed; but it is a good Deed although it be not signed by the party that does seal and deliver it. 2. If a stranger seal it by the allowance or commandment precedent, or agreement subsequent of him that is to seal it, before the delivery of it; this is as good as if the party himself had sealed it. 3. If the party seal it with any Seal, or a stick that do make a print, this is good. And if a Corporation seal with another Seal besides their common Seal, this is good enough. 4. If twenty be to seal a Deed, and they seal all with one Seal, and upon one peice of Wax, if they make distinct and several prints, it is good enough.

Sealing of the Deed.

Sect. 6.

As to the eighth thing, the delivery of the Deed, these things are to be known. 1. Delivery of a Deed is either actual, by deeds without words, or verbal, by words without deeds, or it may be by both: and by one or both of these ways it must be made, otherwise let a Deed be never so well made and sealed, it will not be a good Deed: and therefore if the party to whom

Delivery of a Deed,

whom it is made take it up or get it into his hands, it will be of no use to him. 2. A Deed may be delivered by the party himself that doth make it, or by any other by his appointment or authority precedent or agreement subsequent; and when it is delivered by another that hath good authority, and doth pursue it, it is as good as if it were delivered by the party himself; but if he do not pursue his authority, then it is otherwise: and therefore if a Deed or the contents thereof be read or declared to him that is to seal it, and he (being illiterate) doth deliver him to a stranger, and bid him examine him, and if it be so as it is read to him, then to deliver it to him as his Deed, otherwise to redeliver it to him again that made it; if in this case the Deed be in truth otherwise than it is read, and yet he, to whom it was delivered, shall deliver it as his Deed to him, to whom it is made; this Delivery will not make the Deed good. 3. A Deed may be delivered to the party himself to whom it is made, or to the uses within mentioned, or to any other by sufficient authority from him, or it may be delivered to any stranger for, and in the behalf, and to the use of him to whom it is made without authority: but if it be delivered to a stranger without any such declaration, intention or intimation, except it be in case where it is delivered as an Escrow, it is doubtful. 4. If the delivery of the Deed be before, or after the Day of the Date of the Deed, it is good enough; but if it be delivered before it be sealed, it is not good. 5. If after I have sealed the Deed, I deliver it to him to whom

Time of Delivery.

Manner of Delivery.

whom it is made, or to some other by his appointment, and say nothing, this is a good Delivery: so if I take the Deed in my hand, and use these or the like words, Here take him, or This will serve, or I deliver this as my Deed, or I deliver him you, these are good Deliveries: so if I make a Deed of Land to another, and being upon the Land, I deliver him the Deed in the name of Seisin of the Land; so if a Deed be sealed, and lying in a Window, or on a Table, and I use these or the like words, There he is, Take it as my Deed, these are good Deliveries and good Deeds. 6. The Delivery of a Deed as an Escrow is, where one doth make and seal a Deed and deliver it to a stranger untill certain conditions be performed, and then to be delivered to him to whom it is made, to take effect as his Deed; and as touching this, these things are to be known. 1. The form of words used in such a case must be carefully heeded, they must be after this manner, I deliver this to you as an Escrow, to deliver to the party to whom it is made, as my Deed, upon condition that he pay you twenty pounds for me, or that he deliver up the old Bond he hath of mine for the same money. [And so as the case is] or thus] I deliver this as an Escrow to you to keep untill such day, &c. upon condition, that if he to whom the Deed is made shall pay me twenty pounds, &c. that then you deliver it to him as my Deed, or the like words; for if he when he doth deliver the Deed to the stranger shall say, I deliver this to you as my Deed, and that you shall deliver it to the party upon certain conditions, or I deliver it to you, as my Deed, to deliver it to him to whom

As an Escrow.

Sect. 7.

Double Deli-
very of a
Deed,

it is made, when such a thing is done, in these cases the Deed doth take effect presently. 2. As these words must be used, so must the Delivery of the Deed be to a stranger, and not to the party himself to whom it is made; for if I seal a Deed and deliver it to the party himself to whom it is made, as an Escrow upon condition, &c. in this case let the form of words be what it will, the Delivery is absolute, and the Deed shall take effect presently, and the party is not bound to perform the conditions: but otherwise where the Deed is delivered to a stranger, and apt words used in the Delivery of it, it is of no force at all till the conditions be performed; and then it will take effect, as his Deed, whatever happen between the time of the Delivery and the condition performed. 7. Regularly there cannot be two Deliveries of one Deed; for where the first doth take any effect at all, the second is void; as where an infant or man by Duress or Imprisonment do make, seal, and deliver a Deed, (in which cases the Deed is not void but voidable) and after the infant being of full age, or the man imprisoned being at large doth deliver the Deed again the second time, this will not make him good: but where it is merely void by the first delivery, and doth take no effect at all, as a Woman that hath a Husband doth seal and deliver a Deed, and she when she is sole after her Husbonds death doth deliver the Deed again, by this means the Deed is become good: so where a Deed once good, afterwards becomes void by some accident, as by the breaking of the Seal, or the like; and the party seal it and deliver it again, by this means it is made good again.

But

But the subscribing of the parties Name or Mark that makes the Deed to it is not necessary, but it is very convenient, and the best way so to do it.

Subscribing
of the parties
Name or
Mark not ne-
cessary.

As to the ninth thing, the ground or end of making a Deed, these things are to be known.

1. That a Deed may be well made, read, sealed & delivered, and yet may be void, or at least voidable for other causes, as when it is injuriously gotten by force, or dishonestly by fraud, or by and upon some corrupt agreement, and for the opening hereof, these things are to be known.

1. That any Deed of Feofment, Gift, Grant, Lease, Release, Confirmation, or Obligation, that is made or gotten by Durefs.

Durefs.

1. Where one doth threaten another to kill or maim him if he will not make him such a Deed, or doth imprison him if it be not by due process of Law, till he make such a Deed; and thereupon he make such a Deed; this is not a good Deed to bind the party that made it: and in this case to avoid such a Deed there must be three things in the case: 1. There must be some threatening of Life or Member, or Imprisonment, or some Imprisonment or beating it self of the party that is to make the Deed; for if it be onely a threatening to take or keep his Goods, burn his House, or the like, this will not do it. 2. It must be a threatening, or imprisonment of the party himself that is to make the Deed, or of his Wife, for if it be a threat of beating onely of his Children, Father, any other Friend, or Servant, this will not make the Deed Void. 3. The threatening, beating or Imprisonment must be to this end, and hereupon it must be made: but if

Usury.

Sect. 8.

Fraudulent
Deeds.

Omission of
Ceremony.

a man be arrested and in Prison for good cause, and then and there make any Deed of Conveyance of Land, or of Obligation for Money to him at whose Suit he is in Prison, for his satisfaction, and his own enlargement, this is good enough, 2. A Deed made in pursuit and execution of an usurious Contract, which is such a Contract whereupon the Lender is sure to have in Money or Moneys worth, for the Loan of the thing above the Principal, more than after the rate of six pounds for the hundred pounds by the year, is void. 3. A Deed made containing the Grant of any thing with intent and of purpose to deceive and defraud one that shall afterwards buy the same thing, is void as to him that shall buy the thing. 4. A Deed made of any thing with intent and purpose to deceive and defeat Creditors of their just Debts and Duties is void, as to Creditors; where any such thing doth appear in the case, it is not safe to make any Deed about it, but with good advice. A Deed made for the buying and selling of several Offices is void by the statute of the 5 Ed. 6. cap. 16.

As to the tenth thing, the want of Ceremony; for this we are to know, that albeit a Deed be well made, as to all the particulars before named, yet it may be naught by lack of some other matter as Inrolment, Livery of Seisin, Attornment, or the like; for where these things are requisite the Deed of Feofment or Grant is not good untill it be done, neither for that thing which will not pass without that Ceremony, nor yet for that which otherwise, had it been alone, might have passed by the Deed. See Chap. 3.

As

As to the eleventh thing, the agreement and acceptance of him to whom a Deed is made, this is to be known. 1. Regularly where a Deed is made to a man of any thing without his agreement, it is good, and doth vest the thing in him till disagreement: but when he comes to know it, he may refuse it, and so make the Deed of no force: as when a Lease for Years of Land, or Gift of Goods, or an Obligation is made and delivered to the use of one, and he when it is tendred to him doth refuse it, and disagree to it, this is void: but in case of Estates of Free-hold settled by Deed, there in most cases the Wayver and Refusal may not by Word or Deed in the Countrey unsettle it, but it must be in Court of record; herein therefore advice must be had. 2. If the party do once by his acceptance and agreement make the Deed good, he can never after refuse it, and by disagreement make the Deed void. 3. When once by his refusal and disagreement he hath made the Deed void, there regularly he can never after by his agreement make it good. But be well advised upon this last point.

Agreement or
Acceptance,

We are yet further to observe, that a Deed well made may be marred by some accident after it is made: and for the opening of this point these things are to be known; 1. A Deed well made, if it be after the sealing and delivery of it altered by Rasure, interlining, addition, drawing a Line through the words, though they be still legible, or by writing new Letters upon the old Letters in any material part of it, by this it is made void. 2. Or if after the sealing and delivery, the Seal happen to be broken off or utterly defaced, so that no print thereof remaineth; or if it be

Where a Deed
at first good
becomes void
afterwards.

Rasure, inter-
lining, &c.

broken off and glued or sowed on again, or the Wax heat and put on again, or the Labell broken off and sewed on again, by what ever means this be, unless it be by his means that made the Deed, unless it happen to be broke in Court, by this the Deed is marred. 3. If a Deed be delivered up or back to him that made it, to be cancelled, or it be agreed it shall be cancelled, and it be so, it is made void, but till it be cancelled it is in force. 4. A Deed may become void by the Judgement of a Court. But these things are not needful to be known in order to the well-making of Deeds: we pass them over, and come to our second general part, the special kinds of Deeds, being our second Chapter,

CHAP. II.

Of a Deed of Feofment, Bargain and Sale, Gift, Grant, Lease, Exchange, Confirmation, Release, Surrender, Indenture to lead the Uses of a Fine or Recovery, Covenant to stand seised to Uses, Articles of Covenant and Obligation.

Section I.

WE shall now offer to the Conveyance-maker some light to guide him in the making of the several kinds of Deeds: and first in the making of a Feofment.

A Feofment
by Deed, what.

A Feofment by Deed is the Gift or Grant of any Honours, Castles, Mannours, Messuages, Lands, Houses, or other corporal immoveable thing

thing of like nature, which be hereditable to another and his Heirs for ever, by Deed sealed and delivered: the most proper words of making this are, Give, Grant, and Enfeoff; thus, Witnesseth that the said A.B. in consideration of &c. hath given, granted and enfeoffed, and by &c. doth give, &c. to the said C.D. &c. all that &c. to have, and to hold to the said C.D. his Heirs and Assigns, to the use of the said C.D. his Heirs and Assigns for ever. See *Chap. 3. Sect. 3. 6.*

But for the further opening hereof, these things are to be known. 1. This is the most ancient, and the best kind of Conveyance that can be made by Deed. 2. Albeit the most proper word to make it be [Enfeoff] yet it may be made by other words. 3. All the things required to the well-making of all Deeds in general, as writing, sealing, &c. Parties Grantor, Grantee, &c. are required to the well-making of this Deed, as Feoffor, Feoffee, &c. 4. No Feoffment can be made of such things whereof Livery of Seisin cannot be made, as Rents, Reversions, Services, Advousons in gross, and the like, which lye not in Livery, but of things that do lye in Livery, as Houses, Lands, &c. and yet such things as lye not in Livery may pass by the Deed of Feoffment made of the thing to which it is incident; also those things that lye not in Livery will pass by Grant, and by the word Give and Grant. 5. It is good to make a Warranty and Covenants in this Deed, but the Deed is good without any of them. 6. No Deed of Feoffment can be good to pass any thing by way of Feoffment onely, but where a Livery of Seisin is duely made

Things required to make this Deed good.

**Livery of
Seisin.**

What it is.

made and executed upon it. This therefore being necessarily required in this case, ere we go further we must speak something to it, and shall open three things: 1. What it is, and the kinds of it. 2, In what case it is necessary. 3. By whom, to whom, when, where, and before whom, and how it must be made and done.

The kinds.

Livery of Seisin is a Ceremony in the Common Law used in the Conveyance of Lands or Tenements, whereby the Estate and Possession thereof is given from one man to another, and of this there are two kinds: 1. A Livery in Deed, which is where the Feoffer, Donor, or Lessor, by himself or another taketh the Ring, or Latch, or Key of the Door of the House, or a Turf or Twig of the Land, and delivereth the same upon the Land unto the Feoffee, Donee, or Lessee, in the nature of Seisin of the House, or Seisin of the Land: and this is and may be done, either by the parties themselves where they be present, or if they be absent it may be done by their Attorney or Attorneys.

**Livery in
Law.**

2. Livery in Law, which is where the party to the Deed delivereth the Deed in view of the Land granted, and doth use these or any such like words, Go enter and take the Land according to the Deed, or Take the Land, and God give you joy of it, or I deliver you this Deed in the name of Seisin. But in this case the Land must be in the Grantors own possession.

2. For the second thing, where this is necessary, these things are to be known: 1. Livery of Seisin is needful, and must be made in all these following cases; 1. Where any Estate in Fee-

Fee-simple, Fee-tail, for a mans own or ano- **Where need-**
thers Life is made of any Corporal Lands or Te- **ful or not.**
nements. 2. Where a Lease is made of Land
for Years the Remainder to a stranger in Fee-sim-
ple, Fee-tail, or for Life, there it must be made
to the Lessee for Years, or else nothing will pass
to him in Remainder, yet the Lease for Years, is
good. 3. Where a Lease for Years is made of Land
upon condition, that if such a thing be done the
Lessee shall have the Fee-simple of the Land, here
the Lessee must have Livery before his Entry, or his
estate will not increase. 4. Where the King had
made a Feofment of the Land he had in the Right
of the Duchy of *Lancaster*, that was not within the
County Palatine. And in all these cases if no Li-
very be made, nothing of the Freehold estate
doth pass but at will.

2. Livery of Seisin is not needful in all these
following cases; 1. Where any Free-hold E-
state ariseth and is created by matter of Record.
2. Where it is created and ariseth by a Covenant
and raising of a use thereby. 3. When an Entry
of Freehold is made by way of Exchange, Indow-
ment at the Church-door, or by the assent of the
Father, or by way of Surrender, or by way of
Device, or by way of Release, or by way of Con-
firmation. 3. Where the Estate comes by way of
Increase, or Executory Grant, as where the
Fee-simple is granted to the Lessee for Life, or
Years in Possession. 4. Where any incorporeal
Hereditaments, such as are Reversions or Re-
mainders of Lands or Rents, Commons, or such
like things, are granted in Fee-simple in Tail or
for Life; for in some of these cases there must
be an Attornment made, which is instead of a

Dict. 2.

Li-

Livery. 5. Where a corporal thing, as House or Land, doth belong to an Office, and the Office is granted by Deed, the House and Land pass as incident without Livery. 6. Where a Lease for Years only, though it be ten thousand Years, is made or granted. 7. Where the Fee-simple of Trees are granted. In all these last cases no Livery of Seisin is needful.

For the third thing, By and to whom, when, where, before whom, and how it must be done, these things must be known: 1. It must be made by him that makes the Estate, or in his absence by his Attorney, having sufficient authority in writing to do it for him: and it must be made to the party himself that taketh the Estate, or in his absence to his Attorney sufficiently authorized by him to take it. 2. For the time when, this must be done, these things must be known: 1. This Livery where it is necessary, must be made and done in the life-time of the parties, Feoffor, Donor, Lessor, Feoffee, Donee and Lessee; for whether it be done by the parties themselves or by their Attorneys, it cannot be done after the parties be dead, nor can such a Warrant of Attorney be made so, to make Livery after the death of the Feoffor, Donor, &c. 2. If there be more Feoffees, Donees, or Lessees than one, and they all dye but one, Livery of Seisin may be made to that one. 3. It is safe to make it before the Feoffee, Donee, or Lessee enter; for some say it is not good, being made after he to whom the Deed is made hath entered upon the Land. 4. It must not be made before the Estate begin; as if a Lease for Years be made to begin at *Michaelmas*, with a remainder over,

Livery

Who must do
it, and to
whom.

When it must
be done.

Livery of Seisin may not be made before *Michaelmas*. 3. For the place where it must be done, these things are to be known: 1. When a Feofment is made of House and Land, the fittest place to make Livery is in the House, and at the Door of the House. 2. When it is made of divers Closes or parcels of Land, there it may be made in any one Close or peice of the Land. 3. When it is made of a Rectory or Parsonage, there the fittest place is the Parsonage-House; and if there be no House upon the Glebe, or if there be neither, it may be made at the ring of the Church-door. 4. If a Feofment be of a Mannour, the fittest place is the Mannour-house, if there be any, or if not, upon some part of the Demesnes. 5. If an Estate be made of divers pieces of Land in divers Villages in the same County, in this case the making of Livery of Seisin of and in any part thereof in the name of all the rest, or of one parcel, according to the Deed, albeit he doth not say, In the name of, &c. sufficeth for all, if all the pieces be in the Grantors possession, and out of Lease. But if the peices of Land lye in divers Counties, or in the same County, and they be in Lease, or out of the possession of the Feoffer, *contra*; for in that case the making of Livery in one part in the name of all the rest, is not sufficient for the rest; for in this case it is requisite that Livery of Seisin be made upon and in some of the Lands in both Counties, and upon every parcel of Land that is out of possession, or at least in some parcel of the Land in the occupation of every severall Tenant. 6. If I be seised of one Acre in Fee, and of another Acre for life

Life, and I make a Feofment of both Acres, and make Livery of Seisin in that Acre whereof I am seised in Fee, in the name of both Acres, in this case it seems this sufficeth to pass both the Acres: but if I be seised of one Acre in Fee, and possessed of another Acre for Years, and I make a Feofment of both Acres, and Livery of Seisin in that Acre only whereof I am seised in Fee, in the name of both the Acres, *contra*; for this is as if I make a Feofment of Land whereof I am seised, and of other Land whereof I am not seised, &c.

7. If I be seised of two Acres of Land, and let one of them for Years, and then make an Estate of both them to another, and make Livery of Seisin in that I have in possession, in the name of both the Acres, this will not serve to pass the other Acre, but Livery must be made in that Acre also.

For the persons to be, or not to be present at it.

4. For the persons to be or not to be present at it, this thing only is to be known, That in the making of every Livery all the persons that have any lawful Estate and Possession in the thing whereof the Livery is made, as Lessees for Life, Years, and such like, must joyn in the making of it, or be for that time whiles it is in doing absent, and removed from off the Land: but the presence of the Feoffor, Donor, or Lessor, a little while upon the Land after he hath made Livery of it, will not hurt the Livery.

The manner and order of doing it.

5. For the manner and order of making of the Livery, these things are to be known: 1. A Livery may be well made by words without any Act or Ceremony at all, but it cannot be good by any Act or Ceremony alone, without words, howbeit that Livery that is made with some Act,

or

or Ceremony is the best. 2. The most usual form and best manner of making of Livery of Seisin, is thus, that the Feoffor, Donor, &c. and the Feoffee, Donee, &c. if they be present, or in their absence their Attorneys or Servants that have authority do come to the Door, Back-side, or Garden, if it be a House; if not, to some part of the Land where Seisin is to be delivered; and there in the presence of many good Witnesses, do shew cause of their meeting, openly and plainly do read the Deed, or declare the contents thereof. And of the Letter of Attorney, (if there be any) and then the Feoffor, &c. or his Attorney (if it be a House) do take the Ring, Latch, or Hasp of the Door, (all the People, Men, Women and Children being out of the House) or (if it be of a peice of Ground) do take a Clod of the Ground, or a Bough, or Twig of a Tree, or Bush growing thereupon, and (all the people being out of the Ground) the same Ring, &c. Clod, Bough, &c. with the Deed do deliver to the Feoffee, Donee, &c. or to his Attorney, and in the Delivery hereof do use these or some such like words, *viz.* I deliver these to you in the name of Seisin of all the Lands and Tenements contained in this Deed, To have and to hold according to the form and effect of the same Deed; or I deliver you Seisin, and Possession of this House or Ground, in the name of all the Lands contained in the Deed, according to the form and effect of the Deed. And then if it be a House, the Feoffee, &c. doth enter in first alone, and shut to the Door, and then he doth open it and let in others: and if the Feotment, Gift, or Lease be made without Deed, then

Indorsement

then they do and must withal expresse the very Estate it self, which the Feoffee, Donee, or Lessee is to have; as for Example, the Feoffor, Donor, or Lessor must come to the House or Land which is to be granted, and where Livery of Seisin is to be made, and there must by apt words grant the House or Land to him that is to have it in Fee-simple, or in Tail, or for Life, (as the agreement is) and in Seisin thereof must deliver him the Ring of the Door, or a Turf or Twig off the Land: and if the Feoffment, &c. be made by writing, then it is wisdom to endorfe, and set down on the back of the same, how, when, and where the same is made, and the names of the Witnesses thereunto. But a Livery of Seisin that is not so exactly made, may be good notwithstanding: and therefore if the Feoffor, Donor, &c. or his Attorney, take any thing else that comes from off the Land, as a Stone, or the like, and therewithal doth make the Livery of Seisin; or if he take a Turf or Twig from off another mans Ground, and not from the same whereof Possession is to be given, and deliver that upon the Ground in the name of Seisin; or if he take a peice of Silver, or Gold, or a Rod, Stick, or the like, and deliver this upon the Land in the name of Seisin, all these are good Deliveries of Seisin and Possession. So, if the Feoffor, &c. be at the Door of the House, or by the Land, or in the House, or upon the Land, and after he hath delivered the Deed, he say to the Feoffee, Donee, &c. (Here I deliver you Seisin and Possession of this House or Land in the name of Seisin and Possession of all the Lands and Tenements contained in the Deed,) or (Have and enjoy

joy this House or Land according to the Deed) or (Enter into this Land or House, and God give you joy of it) or (I am content you shall enjoy this Land) in all these cases there is a good Livery of Seisin, and so of the like.

3. If I being seised of a House in Fee, make a Feofment of it, and of divers Lands, to a man then present with me in the same House, and there deliver him the Deed in the name of Seisin of all the Land contained in the Deed; in this case this is a good Delivery of the Deed, and a good Livery of Seisin also, albeit I continue in possession of the House still, and go not out of it. And if I be Lord of a Mannour, and lying sick within some part of the Mannour, I make a Feofment of the Mannour, and deliver the Deed to the Feoffee, saying to him, I will that you take Seisin presently, and thereupon command all my Tenants of the Mannour to attorn to him, and they do so, this is a good Livery of Seisin. So if I make a Deed, and after I have read it, being upon the Land, I deliver it to the Feoffee, Donee, &c. and say, Here I deliver you this Charter as my Deed, in the name of Seisin of all the Lands therein contained, or the like, this is a good Delivery of the Deed, and of Seisin: but if I do only seal, and deliver the Deed upon, or in view of the Land, without saying or doing any more, this will not amount to a Livery of Seisin, and therefore if a man make a Feofment with a Letter of Attourney to give Livery of Seisin, and then he delivereth the Deed upon the Land, this is no good making Livery of Seisin. And so also if there be no Letter of Attourney.

4. If

4. If divers parcels of Land be conveyed, and Livery of Seisin is made in one, or there be divers Feoffees, and Livery of Seisin is made to one of them according to the Deed, without using any more words, this is good: but the best form and order of making of Livery, is to add these words, (In the name of all the rest, &c.)

5. And the Livery being thus made it will be safe to enter it upon the back-side of the Deed: as is set down in the President afterwards in Chap. 3 Sect. 26.

Sect. 2.

Bargain and
Sale by Deed,
what,

A Deed of Bargain and Sale is said to be that Instrument whereby the property of one thing is transferred to another upon valuable consideration: and the most apt words to be used in this Deed, is Bargain and Sell, thus, Witnesseth that the said A. B. in consideration of ten pounds to him paid by C. D. hath bargained and sold, and by, &c. doth bargain and sell to the said C. D. &c. all that, &c. To have and to hold to the said C. D. his Heirs and Assigns for ever. See Chap. 2. Sect. 3. 6.

Of what,

For the opening hereof these things are to be known: 1. Almost all things immovable and movable, as Mannours, Lands, Rents, Reverfions, Commons, Tithes, Profits of Court, Trees, Corn, Grass, Cattel, Household-stuff, and the like, are transmissible from man to man by this kind of Conveyance: and Lands and Tenements are grantable by it in Fee, for Life or Years.

How.

2. In the making of this Deed for Land, this must be heeded: 1. The very words Bargain and Sell are not necessary to be used, but others words,

as Alien, Grant, or the like words may do as well, or it may be done by a Covenant to stand seised to the use of the Buyer. 2. If it be for Land it must be by Deed indented, and it cannot be made by a Poll Deed. 3. If it be for Land, there must be some good consideration given, or at least said to be given for the Land; and therefore such a Deed made [for divers good considerations, [or for great and valuable considerations] or in consideration that the Bargainee is bound for the Bargainor, and for divers other good causes] these are not good Conveyances: but if Money or other consideration in truth be given, albeit it be not expressed in the Deed, it is good enough: and if Money be set down to be paid upon the Deed, where in truth no Money was paid, yet this is good enough. Also if the Deed say, [In consideration of a certain Sum of Money, or for a competent Sum of Money,] these are good considerations. See *Chap. 3. Sect. 2.*

Consideration

4. If it be for Land in Possession or Reversion, there needs no Livery of Seisin or Attornment to perfect it, for it is good without it.

Livery of Seisin, Attornment.

5. But where it is to pass Land for any Freehold Estate, the Deed must be enrolled in one of the four Courts at *Westminster*, or in the County

Inrolment of a Deed.

where the Land lyeth, before the *Custos Rotulorum*, two Justices of Peace and the Clerk of the Peace within six Moneths: and as to this these things must be known. 1. The Inrolment upon such a Deed to make this Estate good, must be in Parchment, for an Inrolment in Paper is not good. 2. The Deed must be indented that is inrolled. 3. It must be inrolled within six

D

Moneths

Moneths of the Purchase or Sale : and this account must be. 1. From the Date, and not from the time of the Delivery of the Deed. 2. After eight and twenty Days to the Moneth, and no more. 3. The day of the Date must be taken exclusively, and not for one of the Days of the Moneths : and yet if a Deed be inrolled the same Day it bears Date, it is good. 4. If it be inrolled any part of the last Day of the six Months, it is sufficient, 5. And so it may be inrolled, albeit either of the parties dy within the time of the six Moneths. 6. No subsequent Act will help in this case to make it good if it be not inrolled ; so that if one do by words of Bargain and Sell only grant a Reversion, and the Deed is not inrolled within the time, and after the Tenant doth attorn, this will not help. 6. And if it be not inrolled, it is of no force at all ; so that if one sell the Land and Trees upon it by such a Deed, and it is not enrolled, albeit the Trees might have passed by a Deed without Inrolment, yet in this case the Deed being naught ; for the Land is not good for the Trees. 7. It being well inrolled, it shall relate to the time of the Delivery.

Relation of it.

3. A Deed of Bargain and Sale may be made of Leases, or Goods and Cattell, without all this solemnity, and also without consideration : and for this take these things : 1. If a man do by his Deed bargain and sell his Trees, Cattell, or any thing he hath besides his Land, without any consideration at all, this is good enough. 2. If such a Deed be made of any Bargain and Sale of a Lease for Years of Land, or of Goods, there it matters

inatters not whether it be inrolled or not. 4. A Warranty, and Covenants may be inserted into this Deed, but the Deed is good without any such addition.

Section 3.

A Deed of Gift is said to be that Deed Gift by Deed
what. whereby Lands or Goods are passed from one man to another by way of Gift, wherein the word Give is commonly used, and so it is applied to two kinds of Conveyances, the one where Lands are given or granted to another in Tail thus, Witnesseth that the said A.B. hath given and granted, and by these presents doth give and grant to the said C.D. all that, &c. to have and to hold to the said C.D. and the Heirs males of his Body on the Body of E.D. his Wife begotten. The other is to a Deed made for the passing of Goods from one man to another in cases where there is no Bargain or Sail, in this manner, Know ye that I A.B. have given and granted, and hereby do give and grant all my Goods and Chattels, &c. to have and to hold to the said C.D. his Executors and Assigns to his and their proper use and uses for ever: and in this last case the main thing to be taken heed of is, that there be no fraud in the case; - for if any such Deed of Fraudulent.
Deed of Gift. Gift be made of any thing with intent and of purpose to deceive and defeat Creditors of their just Debts and Duties, or Lords of their Wardships, the Law doth judge this Deed void, as to and against such Creditors and Lords, but as to the party that makes it and all others it is good enough. See Chap. 2. Sect. 3, 6.

Section 4.

A Deed of Grant is taken for the Conveyance Grant by
Deed, what.
B 2 or

or Gift by writing of such an incorporeal thing, as Rents, Reversions, Services, Advousons in gross, or such like thing as lieth in Grant, and not in Livery, and cannot be given or granted by word only without Deed, after this manner, Witnesseth that the said A.B. for, &c. hath given and granted, & by these, &c. doth give and grant to the said C.D. &c. the yearly Rent or Sum of ten pounds of lawful, &c. issuing and going forth of all that Messuage, &c. and forth of all other his Lands, Tenements, and Hereditaments in D. aforesaid, to have, hold, receive, and enjoy the said yearly Rent or Sum of ten pounds, unto the said C.D. his Heirs and Assigns and to the use of the said C.D. his Heirs and Assigns for ever, payable yearly at the now dwelling House of the said C.D. at D. aforesaid, at the two usual Feasts, of, &c. by even portions, the first payment thereof to be made at the Feast of, &c. which shall be in the Year of our Lord, &c. or thus, of a Reversion, &c. Witnesseth that A.B. hath, &c. to C.D. &c. all that Messuage, &c. and the Reversion and Reversions thereof, the which Messuage is now in the occupation of E.F. and the said E.F. hath thereof a Lease for Years in being, to have and to hold the said Messuage, &c. to the said C.D. and his Heirs and Assigns for ever, to the use of the said C.D. his Heirs and Assigns for ever. Or thus, Hath, &c. the Reversion of all those his Lands and Tenements with the appurtenances in D. aforesaid, &c. See Chap.2, Sect. 3, 6.

For the opening hereof these things are to be known: 1. All the things required to the well-making of Deeds in general before set down, as
Wri-

writing, sealing, &c. Parties Grantor, Grantee, &c. are required to the well-making hereof. 2. No Grant of a Signiory, Rent, or Reversion can be good without the agreement of the Tenant in Possession of the Land, which is called an Atturment: this therefore being necessary in some cases, we shall say something to it, and lay down. 1. What it is, and the kinds thereof. 2. In what case it is necessary. 3. How it must be done.

Atturment is the agreement of the Tenant of the Land to the Grant of the Signiory, or of a Rent, or of the Tenant in Tail, for life or Years, to the Grant of the Reversion or Remainder made to another: and this is either actual, or verbal, or actual and verbal both: that which is actual is either implied and in Law, or it is expressed and in Deed. 2. For the second thing, where it is necessary, these things are to be known: 1. In all cases regularly where the Grantee hath means to compel the Tenant to atturn, there the Atturment is to some purposes needful; and therefore as to some purposes it is needful upon a Grant by Fine, though to other purposes it be not needful. 2. In some cases Atturment in Deed or in Law is absolutely and to all intents necessary, as in the cases following. Where one doth make a Lease for Life or Years of Land to one, and after doth grant the Reversion or Remainder of the same Land to another by Deed in Fee-simple, Fee-tail, for Life or Years, in this case the Lessee for Life or Years must atturn to him that hath the second Grant. So, where the Lord doth grant his Signiory, or the Services of his Tenant by Deed in Fee-simple, Fee-tail, for Life or Years to a stranger, in this case the Tenant must

Atturment.

What it is.

Where needfull, or not.

Attorn. So, where the Lord of a Mannour doth make a Feofment of his Mannour, in this case the Services of the Tenants will not pass without Attornment. So, if another man have a Rent-service, Rent-charge, or Rent-seck issuing out of my Land, and he doth grant this Rent to a stranger, in this case I must attorn to the stranger. And so in exchange, and many other cases.

3. Attornment is not necessary to any purpose in these following cases: 1. Where a Reversion or Rent is granted by Letters Patent, or other matter of Record, nor where it passeth by way of Use, Devise, Surrender, or come by way of Escheat, or Forfeiture, or Descent, or the like. So, in case of Extent. So, where Common out of Land, or Estovers, there needs no Attornment. So, where the Reversion of Copy-hold Lands is granted. So, in the case of Grants of Annuity. And so; in divers other cases.

Who must do
it, and to
whom.

And for the third thing, How it must be done, these things must be known: 1. The next and immediate Tenant is the fittest to attorn. 2. The Husband must attorn for his Wife. 3. An Infant may attorn. 4. It must be made to him to whom the second Grant is made, but if this second Grant be to more than one, there an Attornment to any one of them is good for them all. So, if the second Grant be to a Tenant for Life with a Remainder in Fee, and the Attornment be to the Tenant for Life only, this is good to him in Remainder also. 2. In all cases regularly, where it is necessary, it must be made in the Life-time of the parties to the Deed, and cannot be made afterwards.

When it must
be made.

3. For

3. For the manner and order of doing it, this is be known: 1. If it be an exprefs Atturment the Tenant must first have notice of the Grant of the Reversion, Rent, &c. to which he must atturn, but otherwise it is of an Atturment in Law. 2. Albeit it may be made by words without any writing, yet the best way is to make it by Deed. 3. Any words written or spoken by the Tenant that do import an assent & agreement to the Grant of the Reversion, Rent, &c. in such manner as the same is made after notice given to him thereof, whether it be in the presence or absence of the Grantee of the Reversion, &c. will make a good Atturment in Deed; and therefore if the Tenant after knowledge of the Grant use any words to this effect, viz. I do atturn, or I do turn Tenant to you, according to the Grant; or, I become your Tenant; or, I agree to the Grant; or, I am well content with the Grant; or, God send you joy of it: so, if after knowledge of the second Grant, he pay, do, or deliver all or any part of the Service or Rent before or at the time when the same is due to the Grantee, or give a Penny or Farthing, an Ox, or a Knife, or any such like valuable thing in the name of Atturment or of Seisin of the Rent, these are good Atturment. 4. The implied Atturment which also doth amount to an exprefs Atturment is made divers ways; for if the Tenant after notice of the Reversion pay his Rent to the Grantee, or surrender his Estate to the Grantee, or pray in Aid of the Grantee, or accept a Grant of the Reversion or Remainder from him that hath it, either of these Acts will make an Atturment in Law, So,

Manner and
order of do-
ing it.

if I be seised of Land in Fee, and make a Lease for Life or Years; or, it be extended by a Statute or *Elegit*, and then I make a Feofment of this Land, and give Livery of Seisin upon it, and so put out the Tenant, and after the Tenant (or one of the Tenants if there be many) re-enter, this is good Attornment in Law. So, if Lessee for Life or Years after he have notice of the Grant subscribe his Name as a Witness to the Sealing and Delivery of the Deed of Grant of the Reversion to a stranger. But if he do it before he have notice of the Grant of the Reversion, this is not a good Attornment in Law.

Indorsement
of it.

5. If the Grant be absolute, and the Attornment on condition, the Attornment be but to part of the things, or for part of the time, this is good Attornment for the whole thing, and whole time, as an Attornment by one may be good for others, or to one may be good to others. 4. It is good to endorfe the express Attornment on the back of the Deed after this manner, *Md.* that the within named E. M. being Tenant for term of Life of the said Mannour of L. and other the Lands expressed in this Indenture did the first Day of *June* 1655. attorn to the within named J. B. according to the effect of the Grant mentioned in the said Indenture; and for proof thereof, did give unto the said J. *In* the name of Attornment the Sum of Four Pence of usual *English* Money, in the presence of these persons whose names are subscribed, A. B. C. D. &c. or thus, by divers Tenants *Memorand.* that the persons whose Names are subscribed, the first Day, &c. did attorn and become Tenants unto the within named E. B. and
M. his

M. his Wife, according to the purport of the Lease within mentioned; and for proof thereof, every one of them did give unto the said E. one Penny in the Name of Attornment.

Section 5.

A Deed of Lease, or Lease by Indenture or Writing (opposed to, or distinguished from a Lease-Parol, or Lease by word of mouth without writing) is properly, where one doth by Deed demise or let Lands, Rent, Common, or other Hereditament to another for a lesser time than he that doth let it hath in it. For when a Lessee for Life or Years doth grant over all his Estate or Time unto another, this is more properly called an Assignment than a Lease. And the most apt words for making of this Deed are, Demise, Grant, and Let, but many granting, will not admit his words Demise and Grant but only lease; betake &c. thus, Witnesseeth that the said A.B. in consideration of, &c. hath demised, granted, and letten: and by these, &c. to the said C.D. all that, &c. to have and to hold to the said C.D. and his Assigns for the term of his natural life, [or, to have, &c. to the said C.D. and his Heirs, during the natural Lives of E.F. and G. and during the life of the longest Liver of them, [or thus, to have, &c. to the said C.D. his Executors, Administrators, and Assigns, from henceforth, or from the date, Day of the date, or a Day past or to come: for, and during the term of one and twenty Years fully to be compleat and ended, [or thus, For and during, &c. if E.F. of, &c. G. and H. or either of them shall so long live. See Chap. 2. Sect. 3. This

Lease by
Deed, what.

Assignment.

The kinds,

Interesse termini.

Things required to make this Deed good, In respect of the Lessor and his Estate, and the Lessee and thing leased.

This Lease may be made either for Life, (that is) either for the Life of the Lessee, or another, or both, or for Years, and it may be made for a certain number of Years, as ten, a hundred, a thousand, or ten thousand Years, or for Moneths, Weeks, or Days, as the Lessor and Lessee do agree. And some of these Leases for Years do begin in present, & some at a Day to come; this at a Day to come is called *Interesse termini*, that is, an Interest of a Term; or it may be made at will, that is, at the will and pleasure of the Lessor, or at the will and pleasure of the Lessor and Lessee together. For the further opening hereof, we are to consider these things: 1. Who may make Leases, to whom, and what Leases such persons may make. 2. What other things are required to the making of a Lease good. For the persons that make the Lease, these things are to be known: 1. Some Leases are made out of the Primitive Estate of the Lessor, and upon that freedom that the Law gives him to make such a Lease, as Leases made by him that hath a Fee-simple Estate in his own Right: and some Leases are made and derived out of another Estate by a special power given to the Lessor, either by Act of Parliament, or the agreement of parties: and so Leases are made by Tenant in Tail, and such as have Land in the Right of another, and by special Proviso in a Deed. 2. Any man seised of a Fee-simple Estate of Land in his own Right, may make what Lease for Life or Years he will of it. He that hath an Estate Tail of Land can make no good Estate of it by Deed without a Fine or Recovery by the common Law, for longer time than his own Life. But by some special power given by

a Statute-Law he may make Leases for longer time. He that hath an Estate for his own or anothers Life, may make what Lease for Years he will of it, and it will be good as long as the Lease for Life doth last. He that hath a Lease for Years of Land may make a Lease of it for all or part of his time. The Tenant for Life or Years of Land may assign it over for all his time. But if the Lessee for Life or Years of Land shall make a Feofment in Fee, or Lease for Life of another, or any greater Estate than he hath, and perfect it by Livery of Seisin, (as he must) this is dangerous, for by this he may forfeit his Estate for Life or Years. 3. If **Forfeiture.** an Infant make a Lease for Years, rendring **Infant.** Rent, this is only voidable, and he may make it good by acceptance of the Rent when he is of fullage. 4. Jointtenants, Tenants in Common, and Parcenours may at their pleasures make Leases for Life or Years of their own parts to strangers. And one Parcenour or Tenant in Common may make a Lease of his part to his Companion. 5. Mortgagor and Mortgagee together of Land may make any Lease of it. 6. The Husband may make what Lease he will of his wives Land, to bind himself and all others except his Wife and her Heirs. 7. The Lessor and Lessee together may joyn and make a Lease to a third person. 8. One may make a Lease by a special power given by an Act of Parliament, or by a Provifo in a Conveyance of uses, such as is in *Ch. 4 Sect.* or by a Warrant of Attorney, but, in all these cases he must be sure to pursue his authority strictly, for if he vary ever so little from it, the Lease will not be good. 9. The Tenant in Tail in his own

By Tenant in
Tail.

own Right of Land may make any Lease by Deed for Life or Years of it, so as these conditions be observed in the Lease: 1. It must be by Deed indented, and cannot be by Deed Poll. 2. It must begin from the making, or from the Day of the making of it, and cannot begin at a Day to come. 3. If there be an old Lease in being at the time of making of this new Lease, this old Lease must be surrendered, or within a Year of ending, when the new Lease is made, and this Surrender must be absolute and real, not in shew only, or conditional. 4. There must not be two Leases in being of the Land at one time. 5. The Lease must not exceed three Lives or one and twenty Years from the time of the making of it. 6. This Lease must be of Lands or Tenements manurable or corporal, which are lettable, and whereout a Rent by Law may be issuable and reserved. 7. It must be of such Lands as have been most commonly let to farm or occupied by the Farmers thereof for twenty Years next before the Lease made. 8. There must be reserved on such Lease yearly during the same Lease payable to the Lessor and his Heirs, to whom the Reversion shall appertain, so much yearly Rent, or more, as hath been most accustomedly yielded or paid for the same within twenty Years next before the Lease made. 9. The Lease must not be without Impeachment of Waste. 10. The Lease must not be against any special Act of Parliament. 11. It must have all due Ceremonies and Circumstances for the perfection of it that other Leases have. 10. The Husband may by Deed without Fine or Recovery make any Lease of the Land whereof he hath a

By the Hus-
band of his
Wives Land,

ny

ny Estate in Fee-simple or Fee Tail in the Right of his Wife, or jointly with his Wife, made before or after the Marriage, so as there be in such Lease observed the eleven conditions or Limitations before required in the Leases made by Tenant in Tail, and so that the Wife do joyn in the same Deed, and be made party thereunto, and do seal and deliver the same Deed her self in person, and not by Attorney, and so that the Rent reserved on such Lease be reserved to them and the Heirs of the Wife.

11. Masters and Governours of Colledges and Houses, Masters and Guardians of Hospitals may make at this Day, as Bishops, Dean and Chapters, and such like persons heretofore might have made Leases of their Lands for three Lives or one and twenty Years, so they observe the eleven Conditions or Limitations before required in the Leases made by Tenant in Tail. 12. Leases made by a Parson or Vicar of their Church-land are good no longer than he is resident.

By spiritual persons of their spiritual Land,

By a Parson or Vicar.

For the second thing, these things are to be known: 1. A Lease for Years may be made to begin at a Day to come, as at *Michaelmas* next, or three, or ten Years after, or after the death of the Lessor, or of H. and this is as good as if it were to begin presently. But a Lease for Life of any thing whatsoever, whether it ly in Livery or in Grant, if it be in being before, cannot begin at a Day to come. And therefore if a Lease be made, To have and to hold from *Michaelmas* next, or from the Day of the making of it (wherein the Day is excluded) or after the Death of the Lessor, or after the death of H. to the Lessee for Life

In respect of the manner of making the Lease.

In the Commencement of it.

In the conti-
nuance of it.

Life, this Lease is not good. But where this Lease is of Land, it is holpen sometimes by the Livery of Seisin. 2. If a man have a Lease for a hundred Years, and he by Deed grant to another all the residue of this term of Years that shall be to come at the time of his death, this is void for incertainty. But if one have such a term of Land, and grant the Land to another, To hold to him after the death of the Grantor for fifty Years, or for two hundred Years, these are good, and in the first case the Lessee shall have fifty Years, if there be so many to come of the hundred Years at the death of the Lessor, and in the last case the Lessee will have the Land for the whole hundred Years, or as many of them as are to come at the death of the Lessor. 3. If a Lease be made to one for Years, or to one for Years determinable upon Lives, and after a Lease is made to another of the same thing, to hold from the end of the former Lease, this is certain enough, and a good Lease. So, if a Lease be made of Land to one for Life or Years, and after the same is granted to another after the end of the former Estate by Surrender, Forfeiture, or otherwise, this is good. So, if a Lease be made to one for Life, and after the Reversion thereof is granted to another for Life, when by death or otherwise it shall happen to be void, this is good. 4. All Leases for Years, whether they begin in present or in future, must be certain, (that is) they must have a certain beginning and a certain ending, and so the continuance, of the term must be certain, otherwise they will not be good. And yet if the
Years

Years be certain when the Lease is to take effect in interest or possession, it is sufficient; for until that time it may depend upon an uncertainty, that is, upon a possible Contingent precedent before it begin in possession or interest, or upon a Condition or Limitation subsequent. But in case where it is to be reduced to a certainty upon a Contingent precedent, the Contingent must happen in the Lives of the parties. And albeit there appear no certainty of Years in the Lease, yet if by reference to a certainty it may be made certain, it is sufficient. 5. If a Parson make a Lease of his Glebe for so many Years as he shall be Parson, or make a Lease of Land untill he be promoted to a Benefice, or make a Lease during the Coverture between H. and M. his Wife, or the like, is void for uncertainty. But a Lease for so many Years as H. hath in the Manour of *Dale*, or for so many Years as H. shall name, or the like, these and such like Leases are certain enough and good. And in the first case if Livery of Seisin be made upon it, perhaps by this it may be made good. 6. All the things required to the well-making of Deeds in general, as writing, sealing, &c. Parties, &c. are required to the well-making of this Lease, be it by Indenture, or a Poll Deed. 7. A Lease may be good of a thing notwithstanding there be another Lease in being of the same Land, at the same time, except in the cases before. And therefore if a Lease be made for Life or Years to A. and after the Lessor doth make a Lease for Years to B. this concurrent Lease regularly is good at the least for so many Years of the Second

In other respects.

cond Lease as shall be to come after the first Land is determined. 7. There may be inserted here what Covenants are agreed upon, but the Lease is good without any Covenant at all.

Section 6.

Exchange by
Deed.

A Deed of Exchange is, where a man is seised or possessed of Land in Fee-simple, Fee-tail, for Life or Years, or is possessed of Goods, and another is seised and possessed of other Lands or Goods in the like manner and they do exchange their Land or Goods, the one for the other. And this doth contain a double Grant in it, for each of them doth grant to the other that which is his. And it is always made by this word Exchange after this manner.

This Indenture, &c. witnesseth that the said A.B. hath given and granted, and by these presents doth, &c. to the said C.D. all that one Acre of arable Land, &c. to have and to hold to the said C.D. his Heirs and Assigns for ever; in Exchange for all that one Acre of arable Land &c. and the said C.D. hath given and granted, and by these presents doth, &c. to the said A.B. all that the said last named Acre of Land, lying, &c. to have and to hold to the said A.B. his Heirs and Assigns for ever in Exchange of and for the said first named Acre of arable Land.

Or thus for Years, Witnesseth that the said A.B. hath demised, &c. to C.D. all that, &c. to have and to hold to the said C.D. his Executors, Administrators and Assigns, in Exchange for certain other Lands hereafter in these presents mentioned from the Feast of, &c. unto the end
and

and term of twenty Years from thence then next following, fully to be compleat and ended; and the said C. D. in consideration hereof hath, &c. to the said A. B. the said other Land, that is to say, All that, &c. to have, &c. in Exchange for the said Land first before expressed from the said Feast of, &c. unto the end of the said term of twenty Years from thence, &c.

Or thus for any Goods, That the said A. &c. hath given, granted, and sold to the said C. &c. the black Ox of the said A. marked &c. in Exchange for the red Ox of the said C. &c. marked &c. the which the said C. hath given, granted, and sold to the said A. in Exchange for the said black Ox.

As to this kind of Conveyance these things are further to be known, that to the making of a good Deed of Exchange these things are required: 1. The parties thereunto must be able to give and take, and not be disabled by any impediment: and all the rest required to the making up of a good Deed in general, is required to the perfecting of this kind of Conveyance. 2. The things exchanged must be of that nature as that they are exchangeable one for another, and for this take these things. 1. The things exchanged need not to be of one nature, so as they concern Lands or Tenement; for Land may be exchanged for a Rent, or for Common, or for any other such like thing concerning, or out of Land, and spiritual may be exchanged for temporal things. 2. The thing exchanged needeth not to be in being at the time of the exchange made; for one may exchange a Manour for a Rent newly created. 3. There needs no transmutation of Possession; for

a Release of Rent, Estovers, or Right of Land for Land is good. 4. The Deed of Exchange is though the things exchanged do lye in several Counties. There must be in the Deed the word Exchange or Exchange set down in the Deed, as I grant to you white Acre, To hold to you and your Heirs in Exchange for black Acre, and in lieu thereof you grant to me and my Heirs black Acre in Exchange for white Acre, for without this word the Deed cannot be good. 5. The next thing required is equality of Estate. (that is) that either party have the like kind of Estate of the thing exchanged, so that if one have a Fee-simple, the other must have a Fee-simple likewise, and so for other Estates. But in this case it is not needful that the parties to the Exchange be seised of an equal Estate at the time of the Exchange made, nor is it needful that both Estates be in possession; for Land in possession may be exchanged for Land in Reversion, nor is it needful that there be an equality in the value or quantity of the Lands exchanged, nor is it needful that the quality or tenure of the Estates and holding of the Lands be alike, for Lands held in Jointenancy may be exchanged for other Land; nor is it needful that the parties to the Exchange have a good Title to the things exchanged, for the Exchange is good till he that hath a better Title doth enter, and put out one of the parties. 6. The next thing required in a good Exchange is, that the parties to the Exchange do execute and perfect their Agreement in their life-time; for if either of the parties dye before he enter into the Lands by him taken in Exchange, hereby the whole Exchange

Exchange is become void, if his Heir will ; but if one of the parties enter, he cannot first begin to avoid the Exchange. 7. An Exchange may be good though each party to the Exchange do not come to the thing exchanged by the same mean and manner of Assurance. 8. If it be a Rent, Reversion or Signiory that is granted to either party, there the Attornment of the Tenant of the Land is necessary ; and yet in the case of Grant of Land in possession by way of Exchange Livery of Seisin is not needful. 9. Where one thing is granted for another in the nature of an Exchange, and for some of the causes aforesaid the things cannot pass by way of Exchange, there they may pass notwithstanding by way of Grant, and take effect to other purposes. 10. There may be inserted in a Deed of Exchange mutual Covenants for the quiet enjoying of the things, a Condition that if either Party be evicted out of the thing he hath taken in Exchange, that he shall enter to the thing again he gave in Exchange, but the Deed is good enough without any such Condition or Covenants, and the Law (in effect) doth supply this, by the effect and operation of the Exchange.

Attornment;

Livery of Seisin.

Section 7.

A Deed of Confirmation is an Instrument whereby one doth convey an Estate or Right that one hath into Lands or Tenements to another that hath the possession thereof, or some Estate therein, by which a voidable Estate is made sure and unavoidable, or whereby a particular Estate is increased or enlarged. And this albeit it may

Confirmation by Deed, what.

E. 2

be

be made by other words, as Give and Grant, or the like, yet the most apt and proper words for it are, have confirmed, ratified and approved, after this manner: Know all men by these presents that I A.B. of, &c. have ratified, approved, and confirmed, and by these presents do ratify, &c. to C.D. of, &c. being in his full and peaceable Possession and Seisin, all the Estate, Possession and Interest that I have of, and in all that, &c. to have and to hold to the said C.D. his Heirs and Assigns for ever, [or the Heirs of his Body, as the case is] or thus, which is better, Know, &c. that I A.B. &c. have granted, approved, ratified, and confirmed to C.D. of, &c. all that messuage, &c. and all the Estate, Possession, Interest and Demand that I have therein, to have and to hold the said Messuage and premisses to the said C.D. his Heirs, &c.

The kinds or
effects.

This Confirmation is sometimes perfecting, (that is) it doth tend and serve to make good a wrongful and defeasible Estate, or to make a conditional Estate absolute, and so it will extinguish Rights and Titles of Entry; and sometimes it is increasing, (that is) it doth tend and serve to increase and enlarge a rightful Estate, and so to pass an Interest: and sometimes it is diminishing, (that is) it doth tend and serve to diminish and abridge the Services whereby the Tenant doth hold: but it will not make an Estate good that is meerly void, nor change the nature of a Service, nor add to, or take from it a descendible quality. For the opening hereof further, these things are to be known: 1. That to the making good of this Deed of Confirmation

on in all cases there is required all that which is needful to the making good every Deed, Writing Sealing, &c. Parties enabled, &c. 2. In all Confirmations there must be apt words to make it. 3. In a Confirmation tending to make the Estate good that is wrongful or defeasible, there must be these things in the case: 1. A Precedent rightful or wrongful estate in him to whom the Confirmation is made in his own or in another's Right, or at least he must have the Possession of the thing whereof the Confirmation is to be made. 3. The Confirmor must have such an Estate in the thing, that he may thereby be able to confirm the Estate of the Confirmee. 4. The precedent Estate must continue till the Confirmation come. 5. The Estate precedent and that which is to be confirmed must be lawful and not prohibited by any Act of Parliament. 6. There must be apt words of Confirmation in the Deed. 4. In a Confirmation for the Increase of an Estate there must be besides all that was required in the last, a Privity of estate between the Confirmor and Confirmee, as between Lessor and Lessee, and the like: but in these cases care must be had in the penning of the Deed, that the Estate be set down as the case is, thus, To have, &c. to him the said C. D. and his Heirs, or [to him the said C. D. and the Heirs of his Body] or [to him the said C. D. and his Assigns, for and during the term of his natural life: or [to him the said C. D. his Executors, &c. for the term of twenty Years, &c. 5. In a Confirmation diminishing there are also required all things to make it good that are required in the last Con-

How it must
be made, and
what is re-
quired in it.

firmation. 5. It is not amiss in these Deeds to make a Recital of the Estate to be confirmed, and to add and insert a Warranty, and Covenants for the quiet enjoying, &c. But the Deed is good without any of this warranty or Covenants.

Section 8.

Release by
Deed, what.

A Deed of Release is an Instrument whereby a man doth give or discharge the Right or Action which he hath, or may have, or claim against another man, or that which is his.

This also is somewhat like to a Confirmation; and albeit it may be made by other words equivalent, as by Give, Grant, Renounce, or the like, yet the most proper words for it are, Remise, Release, and quit-claim, after the manner of Right to Land:

Know all men, &c. that I A.B. of, &c. have remised, released, and quit claimed, and by these presents do for me my Heirs, Executors, and Assigns, Remise, Release, and for ever quit claim to C.D. of, &c. all that my Right, Title, Claim and Demand which I have had, have, or by any means hereafter may have of and in one Messuage, &c.

[Of Actions thus] Have remised, released, &c. from me, my Heirs, Executors and Administrators, for ever have quit-claimed to C.D. of, &c. all and all manner of Actions, Debts, Trespasses, Suits, Claims and Demands whatsoever, which I have had, have, or may hereafter have of or against him the said C.D. his, &c. for any cause or matter from the beginning of the World to the Day of the Date of these presents, &c.

Some

Some of these Deeds of Releases do transfer Estates, some of them extinguish and discharge Actions, Rights, and Titles; some of them do abridge; and some of them do enlarge, and sometimes they transfer a bare and naked Right; and sometimes they transfer a Right accompanied with some Estate or Interest; and sometimes they discharge Actions only, and these Actions so discharged are sometimes in the Realty, and sometimes in the Personality, and sometimes in both.

The kinds, or effects.

For the further opening hereof, these things are to be known. 1. What is releasable; for this take these things: 1. Lands may be given and passed by way of Release. 2. Rights and Titles to Land or Goods may be barred or discharged by Release. And a Right to a Freehold or Inheritance may be released, either to the Tenant of the Freehold in Deed or Law, or to him in the Remainder, or to him in the Reversion, and this without any Privy at all, and in some other cases where there is a Privy. 3. All Actions real, personal, and mixt, may be discharged by Release to him that is engaged. 4. So Conditions annexed to Estates, Powers of Revocation, Uses, Warranties, Covenants, Tenures, Services, Rents, Commons, and other Profits to be taken out of Lands may be discharged and extinguished by Release to the Tenant of the Land. 5. Possibilities of Land, &c, if they be near and common may be released to him that hath the present Estate of the Land. 6. All Debts, Legacies, and other Duties may be discharged by Release before or after they become due

What may be released.

How it must
be made.

due. So a Rent or Annuity may be discharged before the Day of Payment. So a Debt due by Obligation. 7. Recognisances may by apt words in a Release be discharged before they are forfeit, albeit they be Records. So may Judgements and Executions also. Covenants and Bonds before they be broken by apt words may be released. 2. That which is required to the perfection of all Deeds is required to the perfection of this Deed. 3. There must be apt words in the Deed to make it. 4. In a release tending and serving to enlarge an Estate, these things are required: 1. He that doth make the Release must have such an Estate in himself as out of which such an Estate may be derived and granted to the Re-lessee as is intended by the Release. 2. He to whom the Release is made must have some Estate in Possession, in Deed, or in Law, or in Reversion in Deed in his own or anothers Right of the Land, whereof the Release is made, whereupon, as upon a Foundation, the Release may stand. 3. There must be also some Privy in Estate between the Re-lessor and the Re-lessee at the time of the Release made, as between Donor and Donee, Lessor and Lessee, and the like. 4. In a Release of Right to Land no Estate need be mentioned, for by a Release of a mans Right to Land for one hour he is barred of it for ever. 5. Their may be a Recital, Covenants, Warranty, and other things inserted, as there be in other Deeds, if there be occasion, but the Deed is good without any such addition.

Acquittance.

Acquittance is a Deed of Discharge of a Sum of Money which ought to be paid, as where
Mo-

Money is to be paid on a Bond or Lease for Rent, and he that should receive it doth acknowledge he hath it, and doth therefore discharge it, this is a Discharge of the Debt.

Section 9.

A Deed of Surrender is an Instrument testifying by apt words that the particular Tenant of the Land for Life or Years doth consent and agree that he that hath the next and immediate Remainder or Reversion thereof shall also have the particular Estate of the same in possession, and that he yieldeth the same unto him. And this albeit it may be made by other words, yet the most proper and significative words whereby to make it are, Surrender, Give, and Yield up, after this manner.

Surrender by Deed, what.

Know ye that I A.B. &c. being Tenant for term of my Life, [or, being Tenant for a term of Years yet in being] of and in all that Messuage, &c. the immediate Reversion thereof being to I C. of, &c. and his Heirs, in consideration of &c. have given, granted and surrendered, and by these presents do, &c. unto the said C.D. the said Messuage, &c. and all my Estate, Right, Title, and Interest therein, and all my Deeds, Writings and Evidences touching and concerning the same, to have and to hold to the said C.D. his Heirs and Assigns for ever.

And for the further opening hereof, these things are to be known touching this kind of Deed: 1. That which is required to the perfection of all Deeds is required to the perfection of this Deed, to make it to operate as a Deed. 2. It is best in this Deed to use the most proper and

What is required in this, to make it good.

and significative words, yet any other words, especially if it be in a Surrender of a Lease for Years that do declare the Agreement of that he in Remainder or Reversion shall have his Estate may be sufficient to pass the Estate by way of Surrender. 3. Any kind of Estate for Life or Years, may be surrendered, but not Estates in Fee-simple or Fee-tail. Nor may Surrenders be made of Rights and Titles of Estates for Life or Years, but it must be of the possession itself. 4. The Surrender must be made to him that hath the next immediate Estate in Remainder or Reversion, and there must be no intervening Estate. 5. There must be Privity of Estate between the Surrendror and the Surrendree. 6. The party to whom the Surrender is made must have a higher and a greater Estate in the thing surrendered than he that doth make the Surrender hath, so that the Estate of him that makes the Surrender may be drowned in it. And this also he must have in his own Right, and not in the Right of another. 7. He to whom the Surrender is made must be sole seised, and not in Jointenancy of the Remainder or Reversion. 8. The Surrendree must agree to and accept of the Surrender; for till this be done the Surrender is not perfect; but if he do once agree to it, he cannot after disagree to it. 9. The actual Entry of the Surrendree into the Land is not necessary. 10. To the passing of an Estate for Life by a Deed of Surrender there needs no Livery of Seisin. 10. When a Deed is intended for a Surrender, and it cannot so enure, yet it shall work to other purposes according to the

Livery of
Seisin.

the matter of it. 11. There may be Covenants in this Deed also, but the Surrender is good without any Covenants at all.

Section 10.

A Covenant to stand seised to Uses is an Instrument of Common Assurance, whereby Land in some special cases by a bare Covenant onely without more doing is conveyed from one man to another.

Covenant to stand seised to Uses, what.

And this is done after this manner, Witnesseth that the said A. B. in consideration of ten pounds of lawful, &c. to him in hand paid, doth for him and his Heirs covenant, that he and they shall and will from henceforth stand seised of all that Messuage, &c. to the use of the said C. D. his Heirs and Assigns for ever.

Or thus, Witnesseth that in consideration of &c. [as the cause is] it is now covenanted, granted and agreed between all the said parties and their Heirs, and the said A. B. for him and his Heirs doth covenant to and with the said C. D. and his Heirs in manner following, that is to say, that as well the said A. B. and his Heirs, as all other persons and their Heirs, which now stand or are seised of the said Messuage, &c. to the only uses intents and purposes hereafter in these presents declared, and to no other use, intent or purpose, (that is to say) to the use of the said A. B. for the term of his Life, and after of the said O. B. eldest Son of the said A. B. and E. his Wife, and the heirs of their Bodies begotten, &c.

And thus Land may pass from one man to another by way of Bargain and Sale. And so a
man

Bargain and Sale.

Consideration.

man may pass Land to his Wife, Children or Kindred. But for the opening of this, these things are to be known : 1. That Land will pass by this kind of Assurance from one man to another by way of Bargain and Sale, so there be a good consideration, and so that the Deed be indented and inrolled. And for the clearing hereof, take these cases : 1. If A. for divers good causes, or for no consideration, or because he is his Friend, Acquaintance, hath been his Bed-fellow, Master, or Servant, or the like, covenant to stand seised of White Acre to the use of B. and his Heirs, by this no Use doth arise, nor Land pass. But if A. for Money, as for an hundred pounds promised or paid, or for other Land, or for counsel giving, or the like, covenant to stand seised of White Acre to the use of B. and his Heirs, and this is by Deed indented and inrolled, by this the Land will pass. 2. If I Covenant with B. that when he shall enfeoff me of White Acre, I will stand seised of Black Acre to the use of his Heirs, and he doth enfeoff me accordingly, by this the Land passeth to him, and he shall have it accordingly. 3. If I agree with my Lessee for Years, that if he pay a hundred pounds within his term, that I will stand seised of the Land to the use of him and his Heirs, and he do pay me the hundred pounds, in this case he shall have the Land. 4. If I covenant that my Son shall marry the Daughter of A. and A. promise to give me 100.l. for the Marriage Portion, and I Covenant that if the Marriage do not take effect, I and my Heirs shall stand seised of the Land to the use of A. and his Heirs till the 100.l. be paid ;
in

in this case the use will rise, and he shall have the Land accordingly. And so it were, if it passed by a Deed of Bargain and Sale. in all these cases.

5. But in all these cases of passing Lands thus by way of Covenant or Bargain and Sale, it is necessary that the consideration be expressed in the Deed, if in truth there were a consideration given, for it may be proved. **Bargain and Sale.**

However averment is not allowed against a Deed, that no consideration was given, when there is an express consideration upon the Deed, yet where the Deed expresseth no consideration, or saith, For divers good considerations, or the like, there an Averment shall be taken, that there was a consideration given. **Averment.**

See *Chap 3. Sect. 2.* 6. In all these cases of Bargain and Sale and Covenant where Land passeth for valuable consideration, the Deed must be inrolled and indented also, or nothing will pass. 2. If one Covenant to stand seised to the use of H. (who is his Bastard-son) and his Heirs, no Use will arise hereby. But if one in consideration of Nature, Kindred, Blood, Marriage with ones self, or any of his Kindred, payments of his Debts, or for the like cause, or without expressing it, one Covenant to stand seised to the use of himself, his Wife, Children, Brothers, Sisters, or Cousins or their Wives, these are good considerations to raise the use. And for this take these cases:

1. If I covenant without saying, for any consideration to stand seised of my Land to the use of my self for Life, and after of my Wife for Life, and after of my Childe in Tail, or for Life, and after of my Brother in Tail, or for Life, or in Fee, **Deed indented, inrolled.**

And for this take these cases:
1. If I covenant without saying, for any consideration to stand seised of my Land to the use of my self for Life, and after of my Wife for Life, and after of my Childe in Tail, or for Life, and after of my Brother in Tail, or for Life, or in Fee,

or

or the like, this is a good Conveyance to raise the Uses and pass the Lands accordingly. 2. If I agree with another, that if he marry my Daughter, that from the time of the Marriage he shall have my Land to him and his Heirs, in this case if he do marry her, he will have the Land accordingly. 3. If I being about to marry with a Woman, covenant with H. to stand seised of my Land to the use of my self for Life, and after to the use of the Woman I am to marry for her Life, and after to the use of the Heirs of my body begotten on her, this is good, and the Land will pass accordingly. 4. If A. Covenant with B. that in consideration C. is his Kinsman, and in consideration of a Marriage to be had between C. and E. that he will stand seised to the use of himself for Life, the Remainder to C. and E. and the Heirs of their bodies, here is a good Use to A. for Life as well as to the rest: so I covenant in consideration of the Love I bear to my Wife to stand seised to the use of her and the Heirs of my Body on her begotten, and after to the use of my Brother by this the use will arise to my Brother also, and so in all such like cases. 5. If I covenant with H. to stand seised to the use of him, his Executors, &c. he being none of my Kindred for twenty Years, and after to the use of my Son in Tail, in this case no use will rise to H. but the Use will rise to my Son. 6. If I Covenant with B. in consideration of the Marriage of my Son with his Daughter, to stand seised to the use of R. (a stranger) For Life, and after to the use of my Son, and his Wife in Tail; in this case the use shall rise to R. for the support of the

Re-

Remainder. And in all these cases of Uses Inrolment raised upon these considerations no Inrolment of the Deed is necessary. 7. If I for ten pounds paid me by my Son covenant to stand seised of Land to him and his Heirs, in this case no use will rise unless the Deed be enrolled. And yet if I covenant that in consideration H, is my Son, and hath paid me ten pounds, that I will stand seised to the use of him and his Heirs, here the use will rise without Inrolment. And if I in consideration of a Marriage and of a hundred pounds covenant to stand to the use of my self for Life, and after of my Son in Tail, this is good without Inrolment, 3. If I covenant for me and my Heirs, and all others that are seised shall be thereof seised, &c. to the use of, &c. This is a good Covenant to raise the use, albeit it be in words of the Future Tense. 4. In all cases of passing Estates by these means there needs no Livery of Seisin, Inrolment, or Attornment, for the Estate will pass without it, 5. In cases where for any defect the Uses will not arise by such a Covenant, yet the Covenant may enure to other purposes, as to give an Action of Covenant, &c.

Livery of Seisin.
Attornment.

Section II.

An Indenture of Uses is an Instrument that is dependent upon and subservient to some other Assurance or Conveyance, by which Estates are created and passed from one to another, and this doth serve onely to declare the Agreement of the parties to what Uses and purposes that Conveyance shall serve. And these Indentures of Uses are sometimes going before the Conveyance to which they serve, and sometimes they come after it.

Indenture to lead the uses of a Fine, Recovery, or Feofment, of what.

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As to this kind of Instrument these things are to be known: 1. Uses may thus be declared on a Fine, Feoffment, or Recovery of Land; but upon a Bargain and Sale no Declaration can be of any other use than what the Law doth make upon it. So upon a Covenant of Uses no Declaration may be declared of other Uses than what are in the Deed. 2. Whosoever may dispose of Land, may dispose of the use thereof; for the Declaration of the Use doth follow the Land. 3. This Declaration albeit haply it may be made by word, yet it is not safe to do it otherwise then by Deed indented, which is the best way to do it. 4. This may be made before, at, or after the time of the making of the Assurance. As one may Covenant or agree that A. shall recover his Land against him, or that he will levy a Fine, or make a Feoffment of it to him, and that the same shall be to the use of himself or others. And if one make a Feoffment he may declare the uses of it at the same time, and that within the same or another Deed at his pleasure. And if the Assurance be past and no Declaration of Uses had before or at the time of passing it, a Declaration may be subsequent, viz. that the Assurance was, and shall be to such and such Uses; for an Indenture subsequent may declare and direct the Uses of a Fine or a Recovery precedent, but with these differences. When precedent Indentures are made to direct the Uses of a subsequent Assurance, and after the Assurance is made, accordingly there no Averment shall be received by word, that the same Assurance was to other Uses than
are

are declared by the Indenture. But against an Indenture subsequent declaring the Uses of an Assurance precedent an Averment may be taken, that there were other Uses expressed and limited before, or at the time of the Assurance, than are contained in the Indenture. If a precedent Indenture be made to direct the Uses of a subsequent Assurance, when the Assurance comes the Land is bound, and the Conusor or Recoverer cannot by any Act of his after the Recovery had, or Fine suffered, charge or avoid it. But if the Declaration be subsequent, if in the *interim*, between the Assurance had, and Declaration of the Uses, the Conusor or Recoverer sell, give or charge the Land to others, this subsequent Declaration perhaps may not subvert the mean Estates, Charges or Interests, unless it can be well proved that the Assurance was made to these Uses. When it is precedent to the Estate, it is but directory, and doth not bind the Land till the Assurance be had. And therefore by a new Agreement or Declaration made in the same manner as the former was, *viz.* in writing, if the form be so, and between the same Parties before or at the time of the same Assurance passed, new Uses may be made, and the former Uses changed. But when the same Assurance is pursued accordingly, and no intervenient alteration is made, it shall be to the same and none other Uses, then which do precede, then the Assurance is the best. 5. The Declaration of Uses by Indenture must be certain in the persons to whom, in the Lands, &c. of which, and in the Estates and time for which the uses are declared.

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And

And it must be compleat and certain without reference to any other, for incertainty may mar all herein. 6. When an Indenture precedent is to limit the Uses of a subsequent Fine or Recovery; and it is not persued in some circumstance of time, person, quantity or the like, yet if no other new mean Agreement be proved to intervene, the Assurance shall be to the Uses in the same Indenture. But if the variance be in these particulars, and the form of the Indenture be not persued, there an Averment may be reserved, that it was to other Uses than what is contained in the Indenture, and if none such can be made, than is it left to construction of Law.

Section 12.

Obligation or
Bill, what.

An Obligation is a Deed in writing, whereby one doth bind himself to another to pay a Sum of Money or do some other thing.

And this is made after this manner,

Know ye, that I A. B. of, &c. do owe unto C. D. of, &c. ten pounds of, &c. to be paid to him, his Executors or Administrators, for the payment whereof I bind me, my Heirs, Executors, or Administrators, by these presents.

Or thus, I A. B. of, &c. owe to C. D. of, &c. ten pounds of, &c. for the payment whereof, I bind me and my Heirs by these presents.

Or thus in the third person, Witnesseeth that the said A. B. doth owe to C. D. ten pounds of, &c. to be paid to the said C. D. his Executors, &c. at, &c. upon the first day of, &c. for the payment whereof, the said A. B. doth bind him, his Heirs, &c. in twenty pounds of like lawful, &c.

to

to be forfeited by the not payment of the said ten pounds at time and place aforesaid, by these presents.

An Obligation is either single or simple, and that is when it is to pay a sum of Money, or do another thing, and it is without any Defeasance or Condition annexed to, or in it. And this also is sometimes with a Penalty called a Penal Bill, and sometimes without a Penalty, and this without a Penalty is properly called an Obligation, Single Bill or Bond. And sometimes it is double or conditional, when it hath a Condition annexed to it; and then it is said to be a Bond containing a Penalty with Condition to pay Money, or do some other thing; and this Condition sometimes is and may be either in the same Deed or in another; and sometimes it is subscribed to, sometimes included within, sometimes indorsed upon the Obligation: and it is thus, The Condition of this Obligation is, &c. that then this Obligation shall be void, &c. For the further understanding of this kind of Instrument, these things are to be known: 1. All that which is required to the well-making of every Deed, is required to the well-making of this Deed. 2. It may be made upon Parchment or Paper, and it may be made in a piece of Parchment or Paper by it self, or a piece sewed in a Book. 3. It may be made in the first or in the third person. 4. The best form is that which is before set down, yet any words whatsoever in a Deed that do prove and declare, that a Man hath another Mans money, or is indebted to him, will make a good Obligation, as I A. B. owe to

The Kinds.

Defeasance.

Penal Bill.

What shall be a good Obligation, and how it must be made.

For the manner.

For the mat-
ter.

What is a
good Condi-
tion.
For manner.

For matter,

C.D. twenty pounds to be paid at *Easter* next. Or I A.B. have had of B. C. twenty pounds, of which there is ten pounds behind, [or I owe him ten pounds. Or I A.B. have had of C. D. twenty pounds. Or I A.B. have borrowed of C. D. twenty pounds or the like. 5. A single Obligation may be to pay Money, or it may be to do any other thing that is lawful and possible, and such Obligations are good : but if the Obligation be to bind a man to do a thing unlawful or impossible, it is void. 6. The best Form of the Condition of an Obligation is as above, but it may be in another Form, and good enough; as if in the close of an Obligation of twenty pounds these words be added, That if the Obligor pay ten pounds to B. (the Obligee) at *Easter*; than the Obligation shall be void, this is a good Condition. So if an Obligation be made from A. to B. of twenty pounds, and these words are subscribed. Now therefore if the Obligor pay five pounds quarterly for four years, then it is agreed the Obligation shall be void, this is a good Condition, and so in like cases. 7. The Condition of an Obligation (for the matter of it) may be to do any lawful or possible thing, as to pay Money, deliver Goods or Cattel, enter into a Statute or Obligation, make a Release, Surrender, or Estate, for Reparations, quiet enjoying, to save harmless, defend a Title, perform a Will, abide an Award, give so much Legacy, purchase Lands, appear in Court, marry another, not sue nor meddle with an Executorship, not revoke a Letter of Attorney, not to be a surety, not play at Cards or Dice. But when.

when the matter or thing to be done, or not to be done by the Condition is unlawful or impossible, or the Condition it self is repugnant, insensible or incertain, the Condition is void, and in some cases the Obligation also. 8. For the Forms and Presidents of good Conditions, See *Chap. 3. Sect. 11, 12, &c.* in Covenants for whatsoever, matter may be good in a Covenant, that will be good in the Condition of an Obligation. And the matter of a Covenant may be easily turned into the Form of the Condition of an Obligation. 9. All Bonds for enjoying spiritual Livings contrary to the Statute of *13 Eliz. cap. 20.* are void. 10. No Sheriff or his Officers may take any Obligation by colour of their Offices of any person in their Ward, but onely to themselves, and in the Name of their Office, with Condition, with Sureties sufficient, that the Prisoners shall appear at the Day in the Writ. And all others taken in any other Form shall be void.

Section. 13.

A Defeasance is a Condition relating to a Deed, which being performed the act is made void, as if it had never been done, and more properly is applyed to Obligations, and differeth nothing from a Condition, but that this is made at the same time, and in or annexed to the Deed, and that is a Deed by it self, and commonly made at another time.

Defeasance
what.

For this these things are to be known. 1. Any executory inheritance, as Rents, Annuities, Covenants, Warranties, and the like, may be made void by this. 2. But then these things must be

When it is
good.

in the case : 1. For the manner of doing it, it must be made in the same manner, as that which is to be avoided is made, that if it do recite the thing to be avoided, that it do it truly, that it be made between the same persons that were parties to the first Deed, and that it be made after the thing to be avoided was made. 2. For the matter, that it be of a thing defeasable.

Articles of
Covenant
what.

Articles of Covenant are nothing but Covenants agreed upon to be performed by both parties each to other, and put in a writing sealed and delivered, and this is titled after this manner :

Articles of Agreement indented and made the twentieth day of *May*, 1655. Between A. B. of, &c. of the one part, and C. D. of, &c. of the other part, as followeth, that is to say.

Imprimis, the said A. B. doth for his part, his, &c. agree and promise to and with the said C. D. his, &c.

These are alwayes to be framed according to the Case, by mutual and reciprocal Covenants onely, the which you may frame and furnish your self with matter for as you please, out of *Chap. 3. Sect. 11, 12, &c.* from the Covenant, and out of *Chap. 4. Sect. 17.* and from Conditions.

CHAP. III.

*The Great President serving for most
kindes of Conveyances.*

VWE are now come to the great President it self, fitted to most kinds of Conveyances, wherein there is the President it self at large, in several pieces, but in one Hand, and Annotations and observations upon every piece thereof in another Hand.

Section. 1.

This Indenture made the first Day of *May*, in the twenty and eighth year of the Reign of, &c. *Annoq; Dom. 1676.* between A. B. of *Sale* in the *Premises* County of *Gloucester*, Gent. of the one part, and C. D. of *Dale* in the said County Yeoman of the other part.

In this part there are the Title or Name of the Deed, the Description of the parties to it, and the time of making it : and as touching all these, this only shall be here laid down. As to the first, 1. That we have said already that the Conveyance that is made by Deed indented, or the Deed that is indented is the best ; and therefore we advise all Conveyancers that are to make, and all men that have occasion to have any Deed, especially of Feofment, Bargain and Sale, Gift, Grant, or Lease made for them to have it made by Deed indented. 2. It is good though it be made in Paper, but the best way is to make it in Parchment. 3. The Indenture is commonly in the third person, thus :

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Witnesseth

Deed indented.

Poll.

Witnesseeth that A. B. hath demised, &c.

And the Deed Poll in the first person thus :

Know ye that I A, B. have, &c.

Yet it is good enough either way, for an Indenture may begin thus :

Know ye, that I, &c. In the first person, and a Deed Poll may begin thus :

Witnesseeth that A. B. hath, &c. In the third person. But the best way is that which is usual herein. 4. It is good and safe to have two parts of the Deed a Principal and Counter-part, and that each Party seal a part to the other Party. And yet if there be but one part, and that part be made in the first or third person, and both the parties do seal and deliver this part one to another, this is of the same force, as if there were two parts, and if there be mutual Covenants, each of them may sue one another upon them : or in many Cases its usual now, especially where there are many Parties for all to seal all the Parts.

Misnaming.

If the party be dignified in another Country you ought to mention the Country.

As to the second, this onely, That the Names of persons in Deeds are to be set down only to distinguish and to make the person intended certain, and that defects or mistakes herein, except they be very gross, will not hurt ; yet it is best and most safe, according to the President, to describe the persons parties to the Deed by all their true and proper Names of Baptisme and Sirname, or at least by the Names they are usually called, if their Names cannot be known, and by their additions of honour (if they have any) of Place, Parish, and County, and Calling ; for the omission of the Christian or Sirname in this

this part of the Deed, unless it be supplied by some circumstantial matter, or by the right naming of him afterwards, is very dangerous and fatal to the Deed. And so also in some Cases is the mis-naming of him.

And as to the third thing, the Date of these things are to be known : 1. That a Deed may be good without any Date, so the Sealing and Delivery, and the Time of doing it can be proved. 2. It may be good though it have a Date. false Date; (that is) that it were sealed and delivered before or after the time mentioned in the Deed; and so it may be albeit it have an impossible Date, as the thirtieth of *February, &c.* 3. The Date may be at the beginning, or at the end of the Deed. 4. It is safe therefore where ever it be put, to put down the certain Day of the month and Year of our Lord, according to the President.

Section. 2.

Witnesseth that the said A. B. in consideration of twenty pounds of lawful English Money unto him by the said C. D. in hand paid, the Receit whereof the said A. B. doth hereby acknowledge, and thereof he doth acquit and discharge the said C. D. his Heirs, Executors, and administrators, by these presents, and for and in consideration of a hundred Bushels of Barley, and a fat Ox, which the said C. D. hath given and delivered to the said A. B. and for and in consideration of an Acre of Land, which the said C. D. hath given and conveyed to the said A. B. and his Heirs. Or [in consideration of a marriage shortly to be had
be-

between M. B. Son of the said A. B. and E. D. Daughter of the said C. D. and for the settling of the lands and Tenements hereafter named to the uses hereafter mentioned.

Consideration

For this part which is the consideration, these things are to be known: 1. That a Deed of Feoffment, Gift, Grant, Bargain and Sale, Lease, Release, Confirmation, Surrender, or Exchange, may be good, albeit there be no consideration at all set down in it. But a Deed of Bargain and Sale, and a Covenant to raise Uses must have a consideration in it, as I have shewed in the second *Chapter Sect. 2. & 10.* 2. Where a consideration is necessary, it is either of blood or the like: or it is of Money or Moneys worth, and there it may be either of Money, or of Cattel, Land, Corn, or any other valuable thing. 3. In these things there is a difference; for if one make a Deed of Feoffment, Bargain and Sale, Gift or Grant of Lands without any consideration at all, and it is not agreed nor declared to what use or intent it shall be, this shall be to the use of him that makes the Deed, and the other party will have no benefit by it. But in these Cases if any Consideration of Money, or other thing be paid or given for it, Or if any Rent be reserved upon the Conveyance, this is a Consideration in Law. And so where any Tenure is reserved, there the use will arise; and therefore Gift in Tail and Leases for Lives and Years are good to all purposes, especially if any Rent be reserved upon them, albeit they be made without any

Bargain and Sale.

any consideration at all. So also are Exchanges, Confirmations, Surrenders, and Releases. So are all Deeds of Gift, and Grant for Goods or Cattel. And in Case of Deeds of Land, if there be Uses expressed, as to have and to hold to the said C.D. and his Heirs, to the use of him and his Heirs; there he shall have the use also, albeit no consideration be given for it.

4. Where a consideration is necessary, if it be but a penny or a pennies worth, it is as good and effectual in Law as if it were an hundred pounds. 5. If a Lessee for years without consideration assign away his term, it seems no benefit will come to the Assignee by this, for it shall go to the use of the Assignor. 6. To conclude this point then, it is safe to express some consideration though never so small, and let it be really paid. And where in truth there is a consideration given, there be sure to express it upon the Deed.

Hath (if it be a Fee-simple by way of Feofment) given, granted, enfeoffed, and confirmed; and by these presents doth give, grant, enfeoff, and confirm.

Words of a Feofment.

If by way of Bargain and Sale, thus:

Hath granted, bargained and sold, and by these presents doth grant, bargain, and sell; sometimes the word Grant is left out, because it amounts to a general warrant, without a special Covenant. If by way of Gift thus: Hath given, granted, and confirmed, and by these presents doth give grant and confirm. If by way of Release or Confirmation, thus: Hath granted, released and confirmed; and by these

The words of a Bargain and Sale.

Words of a Gift.

Of a Release or Confirmation.

pre-

Of a Lease,

Assignment

presents doth grant, release and confirm. If it be to make a Lease for Life or Years, then thus: Hath demised, granted, and to farm-letten; and by these presents doth demise, grant, and to farm-let and set. And if it be to make an Assignment, thus: Hath granted, bargained, sold, assigned, and set over; and by these presents doth grant, bargain, sell, assign and set over.] unto the said C. D.

If it be by way of Lease and Release thus: Let the Lease be for a valuable consideration, grant, bargain, and sell: *Habendum* for one year from the day before the date. To the intent and purpose, that by vertue thereof, and of the Statute made in the 27. year of the Reign of K. Hen. 8. for transferring uses into possession. The Grantee may be in actual possession of the bargained Premises, and thereby enabled to take and accept of a Release and Confirmation thereof to him and his Heirs: Let the Release be with grant, bargain, sell, enfeoffe, release and confirm, and at the close of the particularizing the premises thus: All which premises the said Grantee is in actual Possession by vertue of a Bargain a Sale made thereof to him for one whole year by Indenture bearing date before the date of these presents: Upon which manner of Conveyance now chiefly in use observe these things. 1. That the Lease or Bargain and Sale whereby to put the Grantee into possession must be for some consideration of money. 2. The same must be for some term certain. 3. It must declare to what Intent the same is made. 4. This will put the Grantee

Grantee into possession, although there be a Lease in being for years at a Rent precedent to it. 5. Its not absolutely necessary to put a *Reddendum* in such a Bargain and Sale, although it be usual, and therefore not amiss so to do; for all manner of Conveyances must not only be legal, but something to take off the idle and ignorant scruples of the Unlearned and what is more, such as are pretenders to skill in that Science, and are as ignorant as their Customers or Clients. And as to the Release which is to be subsequent to the foregoing Lease, observe these things following. 1. This Deed of Release and Confirmation must bear date, and be actually sealed and executed after the Bargain and Sale. 2. Although the usual way be therein to take notice of the precedeing Lease or Bargain and Sale, yet its now held the best way to omit it, by putting in words of Feofment, Bargain, Sell, &c, it may be executed by Livery or inrolment, and so take the effect without the Lease or Bargain and Sale, if it should be lost. 3. If you do take notice of the Bargain and Sale precedeing in this Deed, its best to recite it to be before the date and not the day before the date thereof, the way its commonly done, because if there should be a mistake in the dating of either Deed it will vitiate the Conveyance. 4. You must be sure to see that the parcels be alike in the Bargain and Sale, and in the Release and Confirmation, for a variation in either will be very fatal as to so much.

Upon this part of the Deed, containing the Form of the words of Grant, we shall observe only

only these few things : 1. The Feofment is the most proper Deed of Conveyance to pass the Fee-simple of Houses and Lands in possession ; the Fee-simple of Houses will pass by Grant in *London*, by the Custome. But the Deed of Bargain and Sale will do this also. 2. The Deed of Bargain and Sale, Release or Confirmation is the best Deed to pass Rents, Services, and such like things in possession, and Houses and Lands in Reversion. Lease and Release is now the Conveyance most in use. 3. To grant a Rent or a Reversion to a Stranger, the Deed of Bargain and Sale is the most proper Deed. To grant a Reversion of Land to the Tenant in possession thereof, the Deed of Release or Confirmation is the most proper Deed. 4. Any of these Conveyances may haply be well enough made by other words that carry the same sense, But it is the safest and best way to use these very words in the Pretident.

Section 4.

These words are to be used according to your present case, and not to be put in where nothing of the nature of them are to be granted.

All those the Honours, Isles, Islands, Baronies, Villages, Towns, Castles, Signiories, Mannors, Granges, Fold-Courses, Farms, Knight-Fees, Ox-ganges, Forests, Parks, Warrens, Messuages, Lands, Meadows, Pastures, Woods, Moors, Marishes, Furses, Heaths, Commons, Firs, Fishings, Advousons, Hundreds, Wayes, Herries, Franchises, Rents, Advousons in gross, Vicarages, Rivers, Mines, and all other the Lands, Tenements and Hereditaments of the said A. B. lying and being within the County of *Gloucester*. All that his Grange called *Dyer's Grange*, with the rights, Members, and appurtenances thereto belonging-

longing, lying in the Parish of D. in the County of *Kent*. All that his Farm called *Louenge* Farm lying within the same Parish of D. containing about three hundred Acres of Land, Meadow and Pastures, and both of them now in the occupation of T. V. All that his Ox-gange of Land lying in *Dale* within the County of the City of *Gloucester*, now in the Occupation of S. T. All that his Plow-Land or Hide-Land lying in *Dale* aforesaid, now in the occupation of L. M. All that his Yard-land lying in *Dale* aforesaid, now in the Occupation of W. S. All that his half Plow or half Hide of land lying in *Sale* within the said County of the City of *Gloucester*, now in the occupation of M. N. And all that his half Yard-Land lying in *Sale* aforesaid, now in the occupation of the said M. N. And the one half of his Messuages, and of all the Lands, Tenements and Hereditaments of his lying within the County of *Hereford*. And the third part, or one part in three parts to be divided of all that his own Close of Meedow or Pasture lying within the Parish of W. and commonly called by the name of Parsons Mead.

And all that the Mannor of *Hempsted*, with Mannor. the appurtenances in the said County in the City of *Gloucester*, now, or late, in the tenure or occupation of the said A. B. and all and singular Messuages, Granges, Mills, Tofts, Cottages, Curtilages, Dove-houses, Barns, Buildings, Gardens, Orchards, Lands, Medows, Pastures, Feedings, Parks, Commons, Woods, Under-woods, Rents, Reversions, Services, and all and all manner

General words
are much ex-
cepted against

Rectory.

Tithes.

Advouſon.

Of a Meſſuage,
Garden or Or-
chard, and
Lands belong-
ing, &c.

ner of Tithes of what kind or nature ſo ever they be, and alſo all Fee-farms, Waters, Fiſhings, Firs, Heaths, Moors, Mariſhes, Wayes, Waſtes or void Grounds, Eſchêats, Reliefs, Heriots, Courts, Profits of Courts, Courts Leet, and Views of Frank-Pledge, and all that to the ſame Courts & Views of Frank-pledge doth appertain, Goods and Chattels waived and ſtrayed, Goods and Cattels of Felons fugitive and out-lawed perſons, Fines, Amercements, Liberties, Priviledges, and all other Profits, Commodities, and Advantages in *Hempſted* aforeſaid, and elſewhere within the ſaid County of the City of *Glouceſter*, to the ſaid Mannor belonging, or in any wiſe appertaining, or accepted, reputed, or taken as part, parcel, or member of the ſame Mannor in as large and ample manner, as the ſaid A. B. hath the ſame.

All that the Rectory, Parſonage, and other Glebe-lands of *Hempſted* aforeſaid, and all and every the Tithes of Corn, Grain, Hay, Wool, Lamb, Milk, Calf, and other the Tithes both predial and perſonal, whatſoever, yearly coming, growing, ariſing, renewing, accruing, or increaſing, within the Town, Field, Precinct or Tithable places in the Pariſh of *Hempſted* aforeſaid. And alſo the Advouſon, Gift, free-diſpoſition and right of Patronage of the Rectory and Church of the Mannor of *Hempſted* aforeſaid.

All that Teſſuage or Tenement with the Appurtenances in W. in the County of *Wilts*, wherein one L. S. doth now dwell, and all the Gardens, Orchards, Lands, Meadows, Paſtures, Woods,

Woods, Under-woods, Tenements, and Hereditaments to the said last named Messuage or Tenement belonging, or in any wise appertaining, or therewithal usually occupied and enjoyed; all which are now in the occupation of K. B. as Under-tenant of the said A. B. and are of the value of twenty pounds a year, or thereabouts; all that Messuage or Tenement with the appurtenances lying and being in W. in the said County of *Kent*, now or late in the tenure or occupation of the said K. B. his Assign, or Assigns, or Under-tenant; and all those his four Yard-land, and three quarters of a Yard-land, and Ground by estimation to the same Messuage or Tenement belonging or appertaining, containing by estimation one hundred and forty Acres of arable Land, Meadow and Pasture; all which Lands are particularly mentioned in the Schedule hereunto annexed.

All that capital Messuage or Mannor house in W. in the County of G. wherein the said C. D. now dwelleth, and all the Housing, Buildings, Courts, Out-lets, Gardens, and Orchards thereunto belonging or appertaining, and all the Lands, Meadows, Pastures, Woods, and Grounds belonging or appertaining unto the same, which are hereafter particularly mentioned, (that is to say) one Close of Meadow, &c.

All that Messuage or Tenement with the appurtenances, lying and being within the Parish of D. in the County of G. and called by the Name of *Coulman's*, wherein one S. T. now dwelleth, and one Croft called *Slade*, and thirty
G
Acres

Acres of Land thereunto belonging or appertaining, lying and being within the said Parish of D.

All that Messuage or Tenement with the appurtenances, situate lying and being in C. in the Parish of S. in the said County of G. now in the occupation of E. P. or wherein the said E. P. now dwelleth, and late in the occupation of one W. P. and all Houses, Edifices, &c. containing in the whole by estimation half a Yard-land or thereabouts, and namely, and more particularly one Garden, &c.

All that Capital Messuage, Farm, or Mansion-house, commonly called *Howard* House or otherwise called the late dissolved Charter-house, situate and being within the County of *Middlesex*, with all and singular the rights, members and appurtenances thereunto belonging and appertaining, and all that Garden and Orchard thereunto likewise belonging or appertaining, lying on the West-side of the said Messuage, and all that parcel of Land and Ground adjoining to the said Orchard, and commonly called the Church-yard.

Dy-House.

All that Messuage of the said A. B. commonly used for a Dy-house, with all the Coppers, Fats, and other Utensils now being in the House, and used and occupied to and with the same; and also all other the dwelling Houses and other Roomes with the appurtenances, as the same late were in the use or occupation of S. T.

na,

All that Messuage of the said A. B. situate, &c. called or known by the name of the *George*,
toget-

together with all and singular the Yards, Gardens, Stables, Orchards, Easements, and appurtenances thereunto belonging, or therewith now used and occupied, as the same were late in the occupation of S. T.

All that his Brew-house with all and singular the appurtenances called N. settling and being in D. in the Parish of F. together with all manner of Vessels and Urensils to the said Brew-house belonging or in any wise appertaining, viz. two Horse-Mills, price, &c. [And so set down the rest] I, or thus, And all the rest of the Goods in the Schedule annexed, mentioned.

Brew-house.

All that Cottage or Tenement in Dale aforesaid, wherein one K. N. doth now dwell, and the Garden and Orchard thereunto adjoining and belonging, the which the said A. B. did purchase of one O. P.

Cottage.

All that one Close of Meadow-ground [or Pasture-ground, [or Arable-ground] set, lying and being in Dale in the County of Warwick commonly called by the name of Green Meadow, being by estimation five Acres, or thereabouts, now in the occupation of the said A. B. or of his Assigns.

One close of Mead, &c.

All those five several Pastures lying together, and near or adjoining also to the said Messuage or Tenement, whereof one is called the little Close, and containeth by estimation half an Acre or thereabouts, another is called, &c.

All that piece of Meadow-Ground of about one Acre, lying in a common Mead called the Great Meadow in Dale in the County of Gloucester,

ester, between the pieces of Meadow-ground of L. M. and N. O. East and West.

All that one piece of Arable Land being six Ridges and about an Acre, lying in a Field called the West-Field, within the said Parish of Dale, in a place of the said Field called the Moors, between the Arable Lands of L. M. and N. O. North and South.

Free Rent.

All that free Rent of Twelve-pence issuing out of certain Lands and Tenements in *Durfley* in the County of *Gloucester*, now in the tenure of H. I. and being the Inheritance of the said H. I.

Common.

All such and the like Common of Pasture and Feeding for Cattel in such Commons, Wastes, and commonable places, as the said A. B. or any other Tenant or Occupier of the said Premisses hath, or at any other time heretofore have used to have or take by any usage or custome for or by reason of the said Messuage or Tenement, and Premisses, or any part thereof; and also Common of Pasture for eight Beasts in the Common called *Sayols Wharth*; and Pasturage and Feeding for one Cow yearly, and for one Beast called a Yearling every second or other Year in a place called the Moor in W. aforesaid; and all such and the like, and as large Common of pasture, going, feeding, and depasturing of and for Rother Beasts, Horse, Beasts, and Sheep, and other Commonable Cattel, levant and couchant, and to be levant and couchant in and upon the said Premisses, or any part thereof, in, upon, and over all the waste Grounds, and other the commonable Grounds and places in D. aforesaid,

said, or elsewhere within the Mannor of H. as the said E. P. the immediate Tenant in Possession doth now usually take, for or by reason of the Premisses; and all those several Parcels of Wood and Coppice, and the several and respective soil there, and the Wood-land hereafter mentioned and expressed, with their and every of their appurtenances lying and being in T. in the said County of G. or within some other place or places within the said County of G. that is to say, one parcel of Wood, commonly called by the name of the High Wood, and containing by estimation five Acres, &c. Woods.

And twelve Loads of Custome-wood yearly to be taken in the Custom-woods of the Mannor of B. by the Tenants of the said Messuage; and all the Mines and Quarries of Iron, Brass, Tin, Coal, Lead and Stone, in and upon the said Premisses. Mines.

All that Warren called B. Heath Warren in H. aforesaid in the County of G. bounded as followeth, between the Field of L. M. lying on the West side thereof, and the Close of K. T. on the East side thereof, &c. and the liberty of feeding, keeping, and killing of Coneys, of and within the said Ground called B. Heath. Warren.

All those two Water-grist or Corn-Mills, and one Fulling Mill, with the appurtenances, set, lying and being in Dale in the County of C. now in the occupation of S. T. or of his Assigns, and forty Acres of Land Meadow and Pasture to the same adjoining, and usually occupied therewith, and all the Waters, Water-courses, Ponds, Floud-gates, Wears, Fishings, Profits, Mills.

Commodities and Advantages thereunto belonging and appertaining.

Fish-ponds,

All those his three Pools, Ponds, and Dams in H. in the County of G. whereof the one is called, &c. the other is called, &c. and the third is called, &c. and are parcel of, &c. all which said Pools and Dams, &c. the said A. B. hath and holdeth of the Demise and Lease of, &c.

And all Houses, Edifices, Buildings, Barns, Gardens, Orchards, Lands, Curtilages, Yards, Meadows, Pastures, Feedings, Ground, Common of Pasture, Inclosures, Wastes, Waste-grounds, Woods, Under-woods, Trees, Hedges, Hedg-rows, Tithes, Oblations, Obventions, Wayes, Waters, Water-courses, Folds, Easements, Profits, and Advantages whatsoever, held, used, occupied, demised or enjoyed to or with the said Mesluage or Tenement, and Premisses, or any part thereof, thereto belonging or appertaining, or therewith held and enjoyed, or to or with the same every or any of them, lying, belonging, or appertaining, or accepted, reputed, taken, known, demised or letten, as part, parcel, or member of them.

And the Reversion and Reversions, Remainder, and Remainders, of all and singular the Premisses with the appurtenances.

And all Rents, Reversions yearly, and other Profits whatsoever, reserved, due or payable, or which may happen upon or by virtue of any Demise or Grant heretofore made of the Premisses or any part thereof.

And all the Estate, Right, Title, Use, Possession,

sion, Claim and Demand whatsoever of him the said A. B. of, in and to the said Mannors, Messuages and Premisses, or of, in or unto every or any part thereof.

And the said A. B. doth further for the consideration aforesaid, give, grant, bargain and sell unto the said C. D. his Heirs and Assigns for ever, all and every the Deeds, Evidences, and Writings whatsoever in his possession, or which he can come to without suit in Law or Equity, touching or in any wise concerning only the said Premisses or any part thereof onely, and also the true Copies of all other Deeds, Evidences and Writings; which with or amongst any other Lands or Tenements do touch or concern the Premisses or any part thereof, the same to be written and copied forth at the only costs and charges of the said C. D. his Heirs and Assigns, all which the said A. B. doth for him and his Heirs hereby covenant to and with the said C. D. to deliver or cause to be delivered to the said C. D. his Heirs or Assigns within convenient time after Request made in sort as they now are.

Or thus briefly, And all Deeds, Evidences and Writings touching and concerning the said premisses only, or only any part thereof.

As to this part of the President, containing the form of things granted, these things are to be known. 1. In this part of the Deed, all that is to be conveyed must be set down; for if any thing more be put down in the To have and to hold, than is in the Grant in the premisses of the Deed, it will not pass. 2. It is most or-

Deeds;

The *Habendum* cannot increase the Premisses.

derly to set down the things in the Deed after this order. 1. The more worthy things before the less worthy, as a Mannor before a Messuage, a Messuage before Land, arable Land before Meadow, and Meadow before Pasture, &c. 2. General things before special things. 3. Particular things after this order: 1. A Messuage. 2. A Toft. 3. A Mill. 4. Barns, and Out-Buildings. 5. Gardens. 6. Orchards. 7. Arable Land. 8. Meadow. 9. Pasture. 10. Wood. 11. Furzes and Heath. 12. Commons and Rents. But this is not necessarily required, for it is good in Law though it be otherwise placed. 3. If there be a certainty in the thing granted, as it is described, and it can by any circumstantial matter within the Grant be found out, albeit there be not an orderly and formal Description of it by the quality of the Thing, the boundaries, &c. yet the Deed herein may be good, and the thing may pass well enough. But however let the things granted be carefully set down, and certainly described, by the quality, quantity, and situation thereof, and by any thing else that may ascertain it; for omissions and mis-namings of things are dangerous, and let it be expressed as the former conveyance have expressed it. And if any thing granted be altogether incertain, and not reducible to a certainty, the Grant will be void in that part and nothing will pass. 4. Any thing may be granted by the Name whereby it is and hath been usually called of latter times, within this nine or ten years, albeit it be an improper Name, or not its first or true Name. 5. By the Grant of any

any House, Land, or like thing in possession, the Reversion thereof, and the Rent reserved upon any Estate thereof made will pass. 6. If the thing granted be named onely in the *Habendum*, and not in the Premisses of the Deed, this will not pass. 7. By the same words, as things may be excepted, they may be granted. See *Sect. 5. Chap. 1. Sect. 3.* 8. It is usual in this part of the Deed after the Grant of the things in particular before the general words to interpose by way of Recital from whom the Lands came, to him that makes the Deed, thus: All which premises where heretofore in the possession of one L. M. and by him conveyed to O. B. and his Heirs by whom the same were after conveyed to the said A. B. and his Heirs. And as to this take these things: 1. It is good for him that doth purchase to have such a Recital in the Deed how the Land came from man to man, or at least that he have a note of it, that he may be able to make his Title to it by this means, if he have occasion. But in case where he hath all the Deeds with the Land in his own custody, he need not do this. 2. Great care must be taken where any such Recital or Reference be made, that it be truly and rightly done, otherwise it will do more hurt than good. 3. The Deed is good without any such Recital. 9. The general words used here after the particular in Deeds, And all Houses, &c. are safe and best to be used, for it is better to have too many, than too few words in it.

Recital.

10. As to the words, And all the Estate, &c. This onely is to be known, that they are reasonable,

nable, when he that makes the Deed doth part with all his Estate. But where he doth onely grant a lesser Estate out of a greater Estate, they are not reasonable to be used.

11. As to the Grant of Deeds, thus: And all Deeds, &c. this only is to be known: 1. That however Deeds general will follow the Land, and without granting of them to the purchaser will have them, yet it is not amiss to use this clause, abundance of caution cannot hurt. 2. It is reasonable the Purchaser should have all the Deeds unless the Seller have more of the same Land, for then it is reasonable he keep them to defend the Title of his own Land, unless he have granted them away.

Section 5.

**Exception, out
of the Grant
of a Mannour.**

Saving and excepted to the said A. B. his Heirs and Assigns for ever out of this Feofment or Grant, [Or Grant, Bargain and Sale] [or Lease] All that Messuage or Tenement with the Appurtenances lying in H. aforesaid, wherein one H. now dwelleth, and all the Gardens, Orchards, Lands, Meadows, Pastures, Woods, Under-woods, Commons, and Hereditaments, to the said Messuage belonging, or in any wise appertaining, or usually occupied and enjoyed therewith, or reputed or esteemed as part or parcel thereof, or as belonging thereunto, and all the Rents and Services issuing, due, or payable, out, of, for, or in respect of the same, or as incident thereunto, or attendant thereupon; all which are now parcel of the said Mannor of H.] And all and singular the Boundaries and Works,

Works of the Tenants and Farmers there for the Carriage of Corn alwayes fore-prised, excepted, and reserved unto the said A. B. his Heirs and Assigns.

Saving and excepted unto the said A. B. and his Heirs for ever out of this Grant, Bargain and Sale, &c. All that one Room, parcel of the said Messuage, over the Parlour, there commonly called the Parlour-chamber, with free ingress, egress and regrefs into, out of, and from the same. And all that one Close of Meadow, commonly called by the name of the Parson's Meadow containing by estimation three Acres or thereabouts, being parcel of the Meadows apperaining to the said last named Messuage. And all and singular the Boundaries and Works of the Tenants and Farmers there, for the Carriage of Corn, alwayes foreprised, excepted, and reserved unto the said A. B. his Heirs and Assigns.

Out of the Grant of a House and the Lands belonging upon a general Grant.

Excepting and alwayes reserved out of this Demise, all Woods, Under-woods, and Trees, Groves and Copices, of and in the fore demised premisses, or thereunto belonging or appertaining, or which are now growing, or hereafter shall be growing, and being in or upon the same premisses, and the Soil and ground thereof, together with free ingress, egress, and regrefs, way and passage to and for the said A. B. his Heirs and Assigns, with Horses, Carts, Wayns, and Ploughs, and other their Drafts and Carriages to, from, in, and out of the same; and for cutting, felling, selling and carrying away the same at seasonable times.

Except

Out of the
Grant of a
Close or piece
of Ground.

Except also and alwayes reserved unto the said A. B. and his Heirs for ever, all the Trees now growing, and being upon or within the said last named Close.

Except also and alwayes reserved unto the said A. B. and his Heirs, all the Trees now growing, and being; or hereafter to be growing and being in, upon, or within the said last named Close of Meadow, or any part thereof, and also free liberty, ingress, egress, and regress, way and passage at times convenient into and out of the said Close for the cutting, felling, felling, or taking away of the same Trees or any of them.

And as touching this part of the Deed, these things are to be known: 1. This may be in any part of the Deed, but this is the most proper place for it. 2. It may be made by other words that carry the same sense, but these words used in the President are the most apt words for it. 3. The thing excepted must be certainly described and set down. 4. By the same words whereby it may be well granted it may be well excepted. 5. The thing that is excepted must be part of the thing granted before. 6. It must not be the whole thing granted, but a part thereof onely. 7. The thing excepted must be such a thing as may be severed from the thing granted, and not of inseparable Incident. 8. It must be of such a thing as he that doth except may have, and doth belong to him. 9. It must be of a particular thing out of a general, or of a part of an entire thing, and not of a particular out of a

a

a particular, or the whole thing it self granted.

Section 6.

To have and to hold the said Mannour, Messuages and premisses except before excepted to the said C. D. If it be a Fee-simple to pass in Possession or Reversion to the Tenant of the Land, or to a stranger by way of Feofment, Bargain and Sale, or Confirmation, Release, Exchange, Gift or Grant.

Habendum, or To have and to hold.

And his Heirs for ever to the only use of the said C. D. and his Heirs for ever.

And if it be an Estate Tail, that is to be made thus: To the said C. D. and the Heirs males of his Body. Or, To the said C. D. and the Heirs females of his Body. Or thus, To the said C. D. and the Heirs males of his body begotten on the Body of E. his Wife. Or, To C. D. and the Heirs females of his Body begotten on the Body of E. his Wife, the Remainder over to E. F. and his Heirs for ever. Or, To the said C. D. for his Life, the Remainder to M. his Wife for her Life, the Remainder to the Heirs of the Body of L. M.

Or if the Deed be made to C. D. and E. his Wife, thus: To the said C. D. and E. his Wife and the Heirs, [or Heirs males or Heirs females] of their two Bodies issuing. Or thus, To the said C. D. and E. his Wife, and the Heirs of his Body on the Body of the said E. Begotten. And so for any other Entail as the case is.

And if it be an Estate for Life that is to be made, then thus, To have and to hold, &c. to the said C. D. for the term of his natural Life.

Or

Or thus, To the said C. D. for the term of his natural Life, the Remainder over to E. F. for the term of his natural Life, the Remainder to G. H. for the term of his natural Life. Or if it be for the Lives of others, then thus, To the said C. D. and his Heirs during the natural Life of the said C. D. Or thus, During the natural Lives of the said C. D. W. D. and K. D. his Son and Daughter. And if it be to make a new Lease for Years that was not in being before, thus, To have and to hold to the said C. D. his Executors, Administrators and Assigns, from the twentieth of *May* last past before the Date hereof, unto the end and term, and for and during the whole term of twenty and one Years from thenceforth then next following, fully to be compleat and ended.

Or if it be a Lease for Years to determine upon Lives, then it must be with this Addition ;

If the said C. D. M. D. his Wife, and L. D. their Son, or either of them, shall happen so long to live, If it be to pass an Estate for Life before in being, then thus, To have and to hold to the said C. D. and his Heirs during the natural Life of the said A. B. If it be an Estate for Years in being to pass, then thus, To have and to hold to the said C. D. his Executors, Administrators and Assigns, from the twentieth Day of *May*, which was in the Year of our Lord 1655. unto the end of one and twenty Years from thence then next following fully to be compleat and ended. Or if the first Lease have been recited before, which is most usual, then thus, To have and to hold to the said C. D.

his

To have to him and his Heirs are necessary words to present an occupancy.

his Executors, Administrators, and Assigns, from henceforth unto the end and term, and for, by, and during all the residue of the said term of one and twenty years yet to come and unexpired,

Also all these Estates may be created by way of Use thus, the Grant being to two Friends I. K. and W. K. To have and to hold to the said I. K. W. K. their Heirs and Assigns for ever to the Uses hereafter following, that is to say, To the use of the said C. D. and his Heirs for ever. Or, to the use of C. D. for his Life, and after of M. D. his Wife for her Life, for her Jointure, and after to the use of the Heirs males of the Body of the said C. D. on the Body of M. his Wife begotten or to be begotten. And for want of such Issue to the use of the right Heirs of the said C. D. for ever. Or thus, To the use of the said C. D. his Executors, Administrators and Assigns, for the term of one and twenty years, and after this term ended to the use of E. D. his eldest Son for his Life, and after to the use of M. D. his youngest Son and his Heirs for ever.

If a Lease be granted over by way of Trust, it is thus, to have and to hold to the said T. K. and W. K. their Executors, &c. for, by and during all the remainder of the said term of one and twenty years before mentioned yet to come upon trust and confidence, and to the uses, intents and purposes hereafter following, that is to say, To the use of the said C. D. for so many years of the said term as he shall live, and after to the use of M. D. the Wife of the said C. D.
for

for so many years of the said term as she shall live, and after to the use of the children begotten or to be begotten between the said C. D. and M. D. his Wife, for all the residue of the said term of years then to come, and to no other use, intent or purpose.

As to this part called the *Habendum*, take these Rules of advice: 1. The proper place for this is here where it is placed in this President, but if it be placed any where else in the Deed, it is good enough in Law. 2. The things granted need not be here named at all, thus, To have, &c. the said Messuage, &c. And yet it may not be amiss to do it. 3. A Deed may be good, and an Estate pass by it without any *Habendum* at all; for if a man by Deed grant Land to one and his Heirs, this is a good Fee-simple. And if one grant Land to another, and say not for what time, this is a good Estate for Life of the Grantee, if duly executed. But it is very good and safe to express the Estate here according to the President. And if it be not set down here, nor in the Premises, then it must needs be an Estate for Life, if by Livery of Seisin it be perfected, otherwise an Estate at will only. 4. Albeit the Name of him that is to take by the Deed be not here necessary to be set down again, if he be well named in the premises of the Deed, yet it is best to insert him again here according to our President. 5. If it be a Lease for years that is new made, great care must be had to set down a certain time for the beginning and the end of it, and so a certain number of years. 6. If any thing be excepted

in the Grant, in the premisses, it is best to mention it here by these words, (Except before excepted) according to the President.

Section 7.

Yielding and paying therefore yearly, [if it be *Reservation of a Fee-simple*] for ever hereafter. [If it be an *Rent, &c.* Estate in Tail] During the said Estate.] If it be a Lease for Life or Years] During the Estate hereby granted and made] to the said C.D. If he have the Fee-simple.] And his Heirs and Assigns. [Or if he have but a Lease for Years in him] his Executors, Administrators and Assigns] the yearly Rent of twenty pounds of lawful *English* Money at and upon the five and twentieth Day of *March*, and the first Day of *October*, by equal portions.

And yielding, &c. seven boon Days, (that is to say) two Plow Dayes, the Harvest Dayes, one Hay Day, and one Weeding Day, and in like manner and form as the Copy-holders in the Mannour of H. in the said Parish of H. do and have used to do for their boon Days. And yielding and delivering, &c. at the said Messuage yearly between the said five and twentieth of *March*, and first of *October*, twenty Bushels of good sweet Wheat, of good measure, and well cleansed, and merchantable Corn, for part of the first years Rent or Farm of the said term, and between the Feasts of, &c. twenty Quarters of Barley of like Corn and measure at the place aforesaid towards the second Years Farm of the said term.

And over this yielding also, &c. two Hens,

H

a

a couple of fat Capons, a fat Sheep yearly at the Feast of, &c. And over this also ten Eggs at Easter yearly.

Or thus, [Yielding, &c. for the first Year of the said term, ten pounds of, &c. and for the residue of the years of the said term twenty pounds of, &c. all the same Rents to be paid at and upon, &c.

And also yielding, &c. to the said A. B. &c. at the Feast of, &c. which shall be in every third Year of the said term of one and twenty Years, twenty shillings for a Fine and Heriot.

And also yielding and doing Suit at the Court of the said A. B. &c. to be holden for the Mannour of D. in the County of G. twice every Year during the said term upon reasonable Summons, and in default of every such Suit to be hereafter made, yielding and paying for the first default four pence, for the second eight pence, and for every default after the second default two shillings of, &c.

And also yielding and paying to the said A. B. &c. at and upon the Deceases of every of the said C. D. M. D. and L. D. dying Tenant in possession of the premisses, his, her or their best Beast or other Goods, or the Sum of two pounds of lawful *English*, &c. at the Election of the said A. B. his, &c. for and in the name of a Heriot.

As to the Reservation, being the next part, these things are to be known: 1. The proper place for this is the place wherein it is put here in the President, but it is as good in Law if it be placed in any other part of the Deed. 2. It
may

may be made by some other words, as Reserving, Rendring, Paying, or words of the like sense; but the words used in this President are the proper words to be used for it. 3. Any Estate in Fee, for Life or Years, may be good without any Reversion of Rent, except it be in case of Leases made by Tenants in Tail of their intailed Land, Husbands of their Wives Land, and Church-men of their Church-Land. 4. The Reservation must be of another thing than what is granted of a Rent or Profit issuing out of the thing granted, and not any part of the thing itself granted: nor can it be reserved out of any other thing than the thing granted, or some part thereof at the least. 5. This Reservation must be out of Lands, Houses, or some such like corporeal thing, and cannot be made upon Fairs, Tithes, or any such like incorporeal thing, nor can one Rent be reserved out of another. 6. The Reservation must be made to him that maketh the Deed, or to one of them at the least where there be two or more Grantors, for it cannot be made to one that is a stranger to the Deed.

And it is agreed between all the said parties to these presents, that if it shall happen the said yearly Rents or any part thereof, or the said Heriot shall be unpaid by the space of twenty Dayes next after either of the said Days whereat and whereupon the same ought to be paid, as aforesaid, that then and from thenceforth, and so often it shall and may be lawful to and for the said A.B. his Heirs and Assigns into the said before granted premisses, or any part thereof, to

Power of
Distress.

enter, and there to distrain for the said Rent or Heriots so being behind.

Nomine Pæne

And here if the parties agree to it, this may be added, As also for twelve pence of lawful, &c. to be forfeited *Nomine Pæne*, for every Day wherein the said Rent so behind shall be behind and unpaid after the said twenty Days ended. And the Distress and Distresses so then and there taken and found, to lead, drive and carry away, and the same to impound, detain and keep, untill the said yearly Rents, Heriots, Payments, [and Sums to be forfeited *Nomine Pæne*] together with the Arrearages thereof (if any shall be) be fully satisfied and paid.

Or thus more largely, and with a further Remedy for the Rent, &c.

Clause of Distress and *Nomine Pæne*.

And if it shall happen the said Yearly Rent of twenty pounds, or any of the said Rents, Heriots or Payments, or any part or parcel thereof to be behind or unpaid by the space of twenty Dayes next after any of the said Dayes of Payment, whereon the same ought to be paid as a foresaid, being lawfully demanded, that then and so often the said C. D. his Heirs and Assigns shall forfeit, lose and pay to the said A. B. his Heirs and Assigns the Sum of Forty shillings of lawful, &c. in the Name of a Pain for every such Default. And that it shall and may be lawful to and for the said A. B. his Heirs and Assigns to enter into the said premisses, and there to distrain as well for the said Rent of twenty pounds, as also for the said other Rents, Heriots or Payments, Forty shillings so to be forfeited, as aforesaid.

And

And the Distress and Distresses then and there taken and found to lead, drive, chase and carry away, and the same to impound, detain and keep, until such time and times as the said yearly Rents, Heriots, Payments, and Sums of Money to be forfeited in the name of a Pain, together with the Arrearages thereof, (if any shall be) shall be fully satisfied and paid.

And if it shall happen the said yearly Rent of twenty pounds, or any of the Rents, Heriots or Payments, or any part thereof to be behind or unpaid in part or in all by the space of forty dayes next after any of, &c. [as in the last] that then and so often it shall and may be lawful to and for the said A. B. his Heirs and Assigns into the said granted Premisses, or any part thereof to enter, and the Goods and Cattels of the said C. D. his, &c. then and there found, to take and distrain; and the same Goods and Cattels there taken and found, to lead, drive, and bear away, and the same to detain and keep by the space of six weeks then next following. And if the said Rents, Heriots, Payments and Arrearages thereof (if any be) shall not be paid to the said A. B. his Heirs and Assigns, and the said Distress not redeemed by all the said space of six weeks, that then and at all times from thenceforth it shall and may be lawful to and for the said A. B. his Heirs, &c. the same Goods and Cattels, or any of them, at a reasonable extent and value to sell, and with the Money thereof made to pay to him and themselves all such Rent of the said yearly Rent of twenty pounds, and other Rents, Heriots, and Pay-

That the Grantor may distrain, and sell the Goods to pay the Rent.

ments as shall be then behind and unpaid, or so much thereof as the same Mony will reach and extend unto. And if there shall be any overplus remaining after the said Rents, Heriots, Payments and Arrearages thereof (if any be) are satisfied, that the same shall be rendred and restored unto the said C.D. his Heirs and Assigns.

That the Les-
sor shall enter
and keep the
Land till he be
paid.

And if it fortune the said C.D. his Heirs and Assigns shall at any time hereafter make Default of Payment of the said yearly Rent of twenty pounds, or of the Rents, Heriots or Payments aforesaid, by the space of three months next after either of the said Days whereon the same ought to be paid as aforesaid, the same having been duely demanded. Or the said C. D. his Heirs, &c. shall break any Covenant or Grant contained in these presents, which on the part and behalf of the said C. D. his Heirs, &c. are to be performed, paid and kept, that then and so often it shall and may be lawful to and for the said A. B. his Heirs and Assigns to enter into all and singular the said Mannors, Messuages and Premisses, and the same to occupy and enjoy, detain and keep, until the said C.D. his Heirs, &c. the said yearly Rents, Heriots, Payments before mentioned, with the Arrearages thereof, and every part thereof, shall, will, and truly content and pay to the said A. B. his Heirs and Assigns, and also until the said C.D. his Heirs, &c. shall have made a reasonable recompence and amends to the said A. B. his Heirs and Assigns of and for the breach of any Covenant or Covenants so broken, and for any damage by him or them sustained by reason of the same.

Or

Or thus, If it happen the said yearly Rent or Sum of twenty pounds, or any other the Rents, Heriots or Payments, or any part thereof shall be unpaid, By the space of three months next after any of the said days whereon the same ought to be paid. Or if it happen that no sufficient Distress or Distresses can be had or taken in and upon the premisses, according to the true meaning of these presents. Or if it shall happen any Rescous or Pound-breach to be made, or any Replevin or Replevins to be sued or obtained of or for, or by reason of any Distress or Distresses to be taken by virtue of these presents, as is aforesaid, that then and from thenceforth it shall and may be lawful to and for the said A. B. his Heirs, &c. into the said Mannors, Messuages and premisses to enter, and the same and every part thereof, to use have and enjoy to his and their own use and Uses, and the Rents, Issues, and Profits thereof coming and arising, to receive and take, and the same to detain and keep, to his and their own use without any account making thereof to the said C. D. his Heirs, &c. and to use and occupy all the said Mannors, Messuages and premisses to his and their own use, until such time as the said yearly Rent of twenty pounds, the other Rents, Heriots and Payments, and every part thereof, (if any be) shall be unto the said A. B. his, &c. fully from time to time paid by the said C. D. his Heirs or Assigns or some of them.

Section 8.

Provided alwayes, and upon this condition, that if the said E. D. Wife of the said C. D.

Conditions
of Re-entry
to a Free-hold
Estate, and the
Indenture to
be void,

surviving the said C.D. her Husband, within two Moneths after the Decease of the said C.D. do not by her sufficient Deed or Deeds release and surrender to the Heirs and Assigns of the said C.D. for ever, all her Estate, Right, Title, Interest and Demand, of, in and to all the Lands, Tenements and Hereditaments, with the appurtenances which he the said C.D. during the coverture between him and the said E. his Wife, was seised of such Estate as she the said E. might thereof be lawfully endowed, other than the said Mannours, Lands, Tenements, and Hereditaments above in these presents mentioned, to be assured unto her for her Jointure. Or if the said C.D. his, &c. shall and do quietly hold and enjoy the Mannour of D. with the appurtenances demised by the said A.B. to the said C.D. by a former Indenture, dated, &c. for nine Years according to the true meaning of the said Indenture. Or if the said C.D. or his Heirs, shall alien the said premises, or any part thereof to W.S. or his Heirs. Or if the said A.B. his Heirs or Assigns, shall within two Years now next following, grant by his Deed to be duly inrolled in *Chancery*, one yearly Rent of ten pounds of, &c. to the said C.D. his Heirs and Assigns, issuing out of all that one Messuage, &c. and to be paid at the two usual Feasts of the Year by equal portions. Or if the said A.B. do and shall at any time during his Life, pay or tender to the said C.D. his Heirs or Assigns, the Sum of an hundred pounds of, &c. for the same Lands and Tenements, and declare his mind to have the same again, and to make void this
Deed

Deed and the Estate hereby made. Or if the said A.B. his, &c. shall pay to the said C.D. his, &c. the Sum of twenty pounds of, &c. at and upon the twentieth Day of May, now next coming after the Date hereof. Or if the said C.D. his, &c. shall not by good Conveyance in Law before the twentieth of May, now next following make a good Lease of all that one Acre, &c. parcel of the premisses to the said A.B. for the term of his natural Life. Or shall not before the twentieth of May, &c. grant a Rent-charge of twenty pounds a Year to be issuing out of the said premisses, and paid to the said A.B. his Executors, &c. for the term of seven Years from the time of the said Grant. Or that if after seven Years the said A.B. shall be minded *bona fide* to sell away the said Messuage, &c. or to have the same in possession or occupation, and of any such his purpose shall openly leave or give notice or warning to or for the said C.D. his, &c. at the said Messuage at any Feast of, &c. during the said term. Or if the said C.D. dye within the term, and the Executors or Administrators of the said C.D. or such other person or persons to whom the said C.D. shall give or dispose the residue of his term then to come, in or to the premisses, or any part thereof, shall not within thirty Days after demand to him made by the said A.B. his, &c. at the costs and charges of the said A.B. his, &c. together with one good and sufficient person, as his and their Surety, become bound, and binde themselves, and either of them, and the Heirs, Executors, and Administrators of them, and either of them

To a Lease
for Life or
Years.

them, unto the said A. B. his, &c. in and by one Writing obligatory, effectual in Law, in the penalty of a hundred pounds, with condition thereupon to be endorsed or under-written, that the said Executors or Administrators of the said C. D. or such other person or persons to whom the said C. D. shall give or dispose the the said residue of his term then to come, his and their Executors, Administrators and Assigns shall well and truly observe, pay and keep all and every the Payments, Covenants and Agreements, which on the part and behalf of the said C. D. his, &c. or any of them are to be observed and kept according to the true intent and meaning of these presents.

Or if the said A. B. his Heirs or Assigns within three Years now next following shall give or cause to be given to the said C. D. his Executors, Administrators or Assigns, sufficient notice or warning to depart from the said Messuage and premises at the end of the said term of three Years, to be accounted from henceforth; and also at or before the end of the said term of three Years shall pay or cause to be paid to the said C. D. his, &c. for every Year of the said term of one and twenty Years, which at the time of the said notice given shall be to come and unexpired twenty pounds of lawful, &c.

Or if the said A. B. shall at any time during his natural Life by any Writing to be subscribed by him, with his Name or Mark, declare his mind or will to be to revoke or make void this present Lease.

Or if the said C. D. his, &c. at any time here-

hereafter, during this present Lease, shall make default of Payment of the said yearly Rent, in form as aforesaid, to be paid; or of the said Sum of Money in the Name of a Fine or Fines, or of the said pains or forfeitures in manner and form aforesaid to be paid, which on the part and behalf of the said C.D. his, &c. are to be performed, paid or kept.

Or if the said C.D. his, &c. shall do or negligently suffer to be done any waste or destruction in the Houses or Buildings, or premisses hereby demised.

Or if the said C.D. his, &c. and very of them do not well and truly, during the said term, pay or cause to be paid to the said A.B. his, &c. the said yearly Rent of, &c. at the Dayes and Times aforesaid; and also well and truly observe, perform, fulfil and keep all the Covenants in these presents contained, according to the true meaning thereof.

Or if the said C.D. his, &c. shall at any time during the said term, give, sell, grant or alien his or their Estate of and in the premisses hereby created or; let the same demised premisses, or any part thereof exceeding twenty Acres directly or indirectly, for longer time at once than for one Year, to any person or persons other than the Children of the said C. D. without the agreement and consent of the said A.B. first had and obtained in writing under his Hand and Seal.

Or if the said C. D. shall dy and depart this Life during the said term.

Or if the said demised premisses, or any part thereof shall be in decay or unrepaired

ed by the space of , &c. next after notice given, &c.

Or if all and every the default and defaults for want of Reparations of and in the premisses, that at or upon any such view and search, as is aforesaid, shall be found, and whereof notice and warning in writing shall be given or left to repair and amend in manner aforesaid, shall not be well and sufficiently repaired and amended from time to time, during the said term of one and twenty Years, alwayes within the said space of six Moneths next after every such notice or warning in writing given or left, as is aforesaid, That then this present Indenture, and all the Grants and Covenants therein contained, on the part and behalf of the said A.B. shall be frustrate and void, and that then and from thenceforth it shall and may be lawful to and for the said A.B. his, &c. his or their lawful Attorney into the said premisses to re-enter, and the same C.D. his, &c. and all the occupiers of the premisses thence to expel and put out, and the same have again and enjoy as in his or their former Estate, any thing herein to the contrary hereof notwithstanding.

**Rules for a
Condition**

As to this part of the Deed, the Condition, these things are to be known: 1. A Deed without any Condition within it, is as good as a Deed with a Condition. 2. The most apt words wherewith to make a Condition in a Deed are, Provided alwayes, So as, or upon Condition, or under Condition; and yet perhaps other words of like sense and signification may make a Condition: as If it happen, &c. but then this must follow, That
then

then this Estate, [Lease, Deed, or the like] shall be void, and it shall be lawful for the said A. B. &c. to re-enter, &c. 3. It may be placed in any part of the Deed, but the most apt place for it is after the *Habendum* and Reservation of the Rent, or in the last place of the Deed. 4. It may be annexed to any Estate in Fee-simple, Fee-tail for Life or Years. 5. It may be contained in the same Deed by which the Estate is made, or it may be contained in another Deed sealed and delivered at the same time, which is properly called a Defeasance. 6. It cannot be made by nor reserved unto one that is a stranger to the Deed, but it must be made by and reserved to one of the parties that are Grantors in the Deed at the least. 7. For the matter of it, it must be lawful and possible to be done, and consisting with the Grant; for if it be unlawful or impossible to be done, or repugnant to the Estate, or incongruous in reason, with reference thereunto, it is void and sometimes makes the Estate void also. 8. Any one of the Covenants hereafter in this President set down, may be for the matter of it good, and by conditional words formally annexed to them may be turned into a Condition, thus put to the beginning of the Covenant, Provided always and upon this Condition, that if the said, &c. And to the end thereof these words, That then this present Deed, and the Estate hereby made, shall be void, &c.

Section 10.

Before we come to particular Covenants, we Covenants
are to lay down something concerning all
kinds

kinds of Covenants in general, as touching which these things are to be known : 1. Some Covenants do properly belong to Fee-simple, and Fee-tail Estates, and some do belong to Estates for Lives and Years. 2. The Covenants may be placed in any part of the Deed, but the most proper place for them is there where they are placed in this President. 3. The words Covenant and Promise are the words by which Covenants are usually made in form ; but any other words declaring any thing to be agreed between the parties may arise to make a Covenant, but the best form is that which is used in this President. 4. Covenants (for the matter of them) must contain things lawful and possible to be done ; for if the thing to be done be unlawful or impossible, the Covenant is not good nor binding. 5. Most of the Covenants that are applied to a Fee-simple Deed, may be made to serve in a Deed of a Lease for years. But then in all places of the Deed where he to whom the Deed is made, doth Covenant that he his Heirs and Assigns shall do any thing, and where it is said, he, his Heirs and Assigns, it must be said he, his Executors, Administrators, and Assigns. And soon the other side, the Covenant that is fitted for a Lease for years, may be put in a Fee-simple Deed ; But then where in the Lease it is said of him to whom the Deed is made, he, his Executors, Administrators, &c. it must be he his Heirs and Assigns. And if one that makes a Lease for Life, or Years, or Land, have the Fee-simple of the Land in him, then the Covenant in this part, as to him is
alike

alike in a Lease for Years Deed, as it is in a Fee-simple Deed. 6. And the said A. B. doth for him, his Heirs, Administrators and Assigns, hereby Covenant, &c. this form will serve for the beginning of all Covenants in all cases whatsoever. 7. Where there be more than one that do covenant, it is best to say thus, And the said A. B. C. do for themselves, and each of them for himself, his Heirs, Executors, and Administrators: And it is not amiss to say when a Covenant is made to more than one, to and with the said C. D. E. F. and G. H. and to and with either of them, and either of their Heirs, &c. And yet this will not divide the Action in all cases.

The particular Covenants for every Case follow. And therein we shall give you first of all the Covenants that are most usual in Fee-simple Conveyances and in Leases for Lives or Years, and then such as may be used any where. And amongst all these some are more inherent and do belong to the Land, and some are more Collateral, and do concern other things besides the Land. Some of these also are ordinary and almost in every Conveyance, and some of them more rare and extraordinary, and but in few Conveyances, We shall lay them down aunder, and sort them together as well as we can:

Section, II.

Covenants commonly annexed to all kindes of Estates.

And the said A. B. doth for himself, his Heirs, Executors, and Administrators hereby
COVE-

Covenant that
he that makes
the Deed is
Owner of the
Land, &c.

Covenant and grant to and with the said C. D. his Heirs and Assignes [or his Executors, Administrators and Assigns as the case is] in manner and form following (that is to say) that he the said A. B. (for and notwithstanding any Act or thing by him or by his means, consent, privity or procurement, had made, committed or done, or wittingly or willingly suffered to the contrary, now and at the time of the enfealing and delivery hereof standeth and is solely, only, and rightfully seised [or possessed, if he have only a Lease for years] and until the Estate hereby to be granted, shall be sufficiently passed unto, and vested and settled in the said C. D. his Heirs and Assignes [or in his Executors, &c. as the case is] shall so remain seised [or possessed] of all the said premisses of a good, absolute and perfect estate in Fee-simple to him and his Heirs for ever [or if he have but a Lease for years, say onely of a good Estate, and no more] in his right and to his own use without any manner of Condition, Right, Title or Limitation of use, which may after destroy, continue or evict the same. And that the said A. B. (for and notwithstanding any such Act or thing as aforesaid) hath good right, full power, and lawful authority in his own right to grant, convey, and assure the said premisses and every part thereof unto the said C. D. his Heirs and Assigns, [or if it be but a Lease for years that is made: say, his Executors and Assigns] in manner aforesaid, and according to the true meaning hereof, Saving and excepted the things hereafter excepted.

As

As to this kind of Covenant this only is to be known. 1. That if you would make it a general Covenant, there is no more to be done but to leave out the words that are within the Parenthesis in both the Covenants. 2. If there be nothing to be excepted, then the last words, saving and excepted onely the things hereafter excepted, are to be left out.

Section 12.

And that the said C.D. his Heirs and Assignes, *For quiet enjoying, &c.* [or if in a Lease, his Executors, &c.] and every of them shall and may at all times, and from time to time, during the estate hereby made and granted, peaceably and quietly, have, hold, use and enjoy all and singular the said granted premisses with the appurtenances, according to the true meaning hereof, without any Let, Suit, Trouble or Charge whatsoever, of or by the said A.B. his Heirs or Assigns, or any other person or persons whatsoever, lawfully having or claiming to have any Estate, interest or thing of, in, to or out of the said granted premisses, or any part thereof, by, from or under the said A.B. or by his means, privity, consent or procurement, and without the let, &c. of K.N. his, &c. and of any person whatsoever, &c. lawfully claiming, &c. All persons claiming any Estate or Estates for term of life, lives or years, of, in or to any part of the said granted premisses, whereupon the old accustomed yearly Rent or more is reserved, excepted one yearly Rent of twenty pounds payable out of the premisses to H. and his Heirs excepted. The chief Rents and Services

vices to be henceforth due to the chief Lord or Lords of the premisses excepted and fore-
prised.

As to this kind of Covenant these things are to be observed. 1. This Covenant will serve for any Lease for Years, if ye make Executors, Administrators and Assigns, for Heirs and Assigns. 2. If you would have this Covenant general, then you are to end at all person and persons whatsoever, and leave out all that comes after. 3. This Covenant also may be extended to others, as you have occasion thus [And without any Let, &c. of L.M. his, &c. or any person, &c. claiming by or under him. 4. This also will direct the penning of a Covenant, for the enjoying of other Land then what is granted by the Deed, for there is no more to be done, but in stead of those words [All and singular the said granted premisses with the appurtenances,] which must be left out, to put in the Lands for which he doth Covenant in certain, and where they lie.

Section 13.

That the Land
is and shall be
free from in-
cumbrances,
&c.

And that the said granted premisses and every part thereof, now are and be, and so during the estates hereby made and passed, shall and may, according to the true meaning hereof, remain, continue and be to the said C.D. his Heirs and Assigns, fully and clearly acquitted, freed and discharged, or upon request made to the said A.B. his Heirs and Assignes [or as the cause is, Executors, &c.] in that behalf well and sufficiently, and at his and their own Costs and Charges

Charges shall be saved and kept harmless by him the said A.B. his Heirs and Assignes, of and from all former and other Bargains, Sales, Leases, Gifts, Grants, Estates, Rents. And of and from all Jointures, Dowers, Statutes, Recognisances, Judgements, Executions, Forfeitures, Seisures, Issues, Extents, and all other charges, Titles, Troubles, Incumbrances and Demands whatsoever, had, made, committed, acknowledged, done, or suffer, or to be had, made, acknowledged or done, or wittingly or willingly suffered to be done by the said A.B. his Heirs or Assigns, or any of the Ancestors of the said A.B. or any other person or persons lawfully claiming from, by or under them, or either of them, or by his, their or either of their means, title or procurement, except what before excepted.

As to this Covenant this onely is to be observed. 1. This will serve to be annexed to any estate, and for any other Land besides the Land granted by the Deed, changing onely that which is to be changed. 2. If you would have this Covenant general, you must give over at suffered to be done by the said A.B. his Heirs or Assignes, and leave out all the words that come after these words, and in stead hereof say, or any other person or persons whatsoever. 3. Or these two last Covenants may be put into one Covenant thus. And that the said C. D. his, &c. shall and may, during the Estate hereby made and passed, peaceably and quietly have, hold and enjoy all the said granted premisses with the appurtenances freely acquitted and discharged

charged, or upon request to him or them made, sufficiently cleared, &c. (as in the last,) or thus in short may contain all the three Covenants, that the Grantor hath not done or suffered to be done, any act, matter or thing, whereby the granted premisses, or any part of them, may be any wayes charged or incumbered, in estate Title, or Charge, or any other incumbrance whatsoever.

Section 14.

For further
assurance.

And that the said A.B. and E. now his Wife, and the Heirs and Assignes of the said A.B. and all and every other person and persons, any Estate, Right, Title or Demand, having or lawfully claiming, or which any thing shall have or may lawfully claim into or out of the said premisses or any part thereof, by, from or under the said A.B. or E. his Wife, shall and will at any time hereafter, during the space of seven years now next following after the Date hereof at the reasonable request, and Costs, and Charges in Law of the said C.D. his Heirs and Assigns, do make, acknowledge, execute and suffer, and cause and procure to be made, done and suffered, all and every such further and other lawful and reasonable Act and Acts, Assurance and Assurances in the Law whatsoever, for the further and better assurance, Surety and sure-making and conveying of all the said granted premisses with the appurtenances or any part thereof unto the said C.D. his Heirs and Assignes, according to the true meaning hereof (be it by Fine, Feofment, Recovery or otherwise) as by the
the

the said C. D. his Heirs or Assignes, or his or their Counsel learned in the law, in that behalf, shall be reasonably devised or advised, so as the said A. B. and E. his Wife or their Heirs be not enforced for the doing thereof to travel above ten miles from their dwelling or abode at the time of such request to be made. And so as the same contain no other or further Covenants or Warranty then onely against the party and his Act or Acts doing the same. See Sect. 38.

As to this, this only is to be known, That this Covenant may serve with a little alteration for the making of Estates in any other Land. And this will serve in a Lease for Years, changing onely according to the Rules before laid down.

And it is mutually agreed between all the said parties to these presents, That all Fines, Feoffments, and other Assurances so to be had and made (as aforesaid) of the said granted premises, or any thereof, whereunto the said A. B. shall be party, and the full force and execution thereof shall be and enure, and shall be deemed and construed to be and enure, for, in and to the corroboration and confirmation of this conveyance, and the estate thereby passed and made, and to and for the onely use and behoof of the said C. D. his Heirs and Assigns for ever. [Or if it be a Lease, to and for the sole benefit and behoof the said C. D. his Executors, &c. And to and for none other use, intent or purpose. Or if it be in case of another Estate, as for Life or Years, it must be [as to the onely use of the said C. D. his Executors, &c. for and du-

That the further assurances shall be in the same uses.

ring the State and time before made and limited to him and them, and to and for none other, &c.

Section 15.

That if the Feoffee be evicted the Feoffor shall assure otherland or pay money.

And that if it fall out at any time hereafter, that the said granted premisses, or any part thereof shall be lawfully evicted, devested or taken away from the possession of the said C.D. his Heirs and Assigns, without any covin, deceit or fraud. Or if the said A.B. hath not at the time of these presents made a good and absolute estate in Fee-simple, of and in the said granted premisses, that the said A.B. his Heirs and Assigns shall and will at the request and costs in Law of the said C.D. his Heirs and Assigns, make and grant to the said C.D. his Heirs and Assignes, a good and perfect Estate in Fee-simple of and in all that his capital Messuage, &c. with such and the like Warranties and Covenants for quiet enjoying thereof, discharge of Incumbrances, and making of further assurance as are contained in these presents. Or thus, if it fall out, &c. [as before] And he the said C.D. his Heirs and Assignes, shall give notice of such eviction, or taking away unto the said A.B. his Heirs and Assigns, at the Parish Church of B. aforesaid, that then he the said A.B. his Heirs and Assigns, shall and will within one quarter of a year next after such notice given, well and truly pay, or cause to be paid to the said C.D. or his Heirs or Assigns, at the Font-stone, in the Cathedral Church of Saint Paul in London the sum of, &c. or as much thereof as the part or parcel of the said

said granted premisses as aforesaid, so lawfully evicted or taken away, is now worth after there at of the aforesaid Bargain or Purchase.

Section. 16.

And whereas there is a charge of ten shillings a Year Rent, reserved and payable out of the said granted premisses with other things to I.K. his Heirs and Assigns for ever, That the said C.D. his Heirs and Assigns shall and will for his and their parts yearly pay to the said I.K. his Heirs and Assigns for ever, towards the discharge thereof five shillings of lawful &c. parcel of the said Rent of ten shillings. And thereof and for so much of the ten shillings for ever hereafter acquit and discharge the said A.B. his Heirs and Assigns and the residue of the Land and Tenements of the said A.B. And the said A.B. doth likewise for him and his Heirs agree to pay yearly to the said I.K. his Heirs and Assigns for ever, towards the discharge thereof five shillings of lawful, &c. the residue of the said yearly Rent of ten shillings, and thereof for ever to acquit and discharge the said C.D. his Heirs and Assigns, and all the said granted premisses against all persons whatsoever.

For payment of part of a charge upon land.

Section. 17.

And that the said before granted premisses now are, and for the space of ten years now next following shall be and continue to be of the clear yearly value of twenty pounds a year over

That the lands are of such a value and so shall continue or that he will supply it.

and above all charges and reprises. Or otherwise if the same now are, or shall come to a lesser and lower value over and above the charges and reprises that then the said A. B. his Heirs and Assigns shall and will, but at the request, costs and charges of the said C. D. his, &c. assure and convey unto the said C. D. his Heirs and Assigns so much other good land as to make up and supply the defect aforesaid.

Section. 18.

To shew forth
Evidences.

And that the said A. B. his Heirs and Assigns, shall and will at all times hereafter, when, where and as often as need shall require, during ten years next ensuing the date hereof, upon reasonable request and convenient notice to him or them to be made or given by the said C. D. his Heirs and Assigns, and at the costs and charges of the said C. D. his Heirs and Assigns, or some of them, shew forth in any of the Courts of Record, of, or within this Kingdome or elsewhere in place convenient, all such Evidences, Charters, Writings, Escrowls, Court-rolls, Customaries, Record, or Transcripts, or Exemplifications thereof, as do in any wise touch or concern the said granted premisses or any part thereof, or as many of the same as shall be needful for the maintenance of the estate, interest, right, title, or possession of the said C. D. his Heirs and Assigns in and to the premisses, or any part thereof. Or thus to deliver the Deeds. If it shall fortune the said C. D. his, &c. shall be sued or impleaded for any part of the said granted premisses, that then the said A. B. his

To deliver e-
vidences.

his, &c. upon reasonable warning and motion to him or them given therefore by the said C. D. his, &c. shall deliver or cause to be delivered to the said C. D. his, &c. all such Deeds, Evidences, and Writings touching or concerning the said granted premisses, for this onely purpose and intent, that he and they therewith shall, and may the better defend, maintain, and preserve his and their title, and interest thereinto, and to the possession and profits thereof against all persons. So that the same Deeds and Writings be safely delivered again undefaced and uncanceled unto the said A. B. his Heirs and Assigns in convenient time after their first delivery to the said C. D. his Heirs or Assigns, the which to do he and they do promise and undertake by these presents.

Section 19.

And that the said C. D. his Heirs and Assigns, shall and will yearly, and from time to time for ever hereafter, for and in lieu of the said yearly Rent of 20. *l.* hereby reserved unto the said A. B. acquit and discharge, or otherwise well and sufficiently save and keep harmless the said C. D. his Heirs and Assigns, and the said premisses hereby before granted against the Kings Majesty, his Heirs and Successors, of and from the yearly Rent or Fee-farm of 100. *l.* reserved out of the Mannor of D. in the County of G. (whereof the granted premisses are parcel) upon his Letters Patents made and granted to L. M. the 10. day of May now last past.

To discharge
the Feoffee of
a Rent due to
the Kings Ma-
jesty.

Sect.

Section 20.

That he shall
detain his own
Rent if he be
forced to pay
the Rent.

Recouper.

And that if the said C. D. his Heirs or Assigns, or any or either of them shall at any time hereafter be charged with, or for, or by Distress, Process, or otherwise compelled to pay to the said Kings Majesty, his Heirs, Successors, or Assigns, any part of the said Rent or Fee-farm, more than the said twenty pounds before reserved, then and so often, it shall and may be lawful to and for the said C. D. his Heirs and Assigns being so charged or compelled, as aforesaid, to deduct and defalk by way of Recouper in his and their own hands, the said Rent of twenty pounds hereby reserved and limited to be paid to the said A. B. and his Heirs, or so much thereof, as in that behalf shall suffice for and towards the discharge, recompence, and satisfaction of the said C. D. his Heirs and Assigns, of, for and concerning the said Rent or Fee-farm reserved by the said Letters Patents, as the said C. D. his Heirs or Assigns, or either of them shall be charged with all, or compelled to pay as aforesaid, and until full satisfaction, and recompence of and for the same shall be had and made to the said C. D. his Heirs and Assigns, as aforesaid.

The next Sort of Covenants which now follow in order, are commonly annexed to Estates for Lives and years, and not to Estates in Fee-simple, We suppose it to be a Lease of a Messuage, and Lands for 21 years at 20. l. Rent.

And the said A. B. doth for himself, his Heirs, Executors, and Administrators, covenant and grant

grant to and with the said C. D. his Executors Administrators and Assigns, by these presents in manner following, that is to say, &c. These words are to precede all the Covenants to be performed on the part of the Lessor; and then it is best to put them altogether.

And then before the Covenants to be performed on the part of the Lessee (the which also is best to put together) say thus.

And the said C. D. doth for himself, his Heirs, Executors, Administrators and Assigns, covenant and grant to and with the said A. B. his Heirs and Assigns by these presents in manner following (that is to say) that the said C. D. his Executors, Administrators and Assigns, and every of them, &c.

Section 21.

About the Payments of the Rents, and other Payments issuing out of the Land.

That the said C. D. his, &c. or some or one of them shall and will at all times hereafter, and from time to time during the said term, not onely well and duely pay, satisfie, bear, perform and discharge all and all manner of Customes, Duties, Taxes, Services, Charges, Payments and Demands whatsoever, usual and ordinary, lawfully demanded of and from, charged, and chargable upon, payable, issuing, or going out of or from the said premisses, or any part thereof, or that shall issue or grow, arise or be due, and to be paid out of, or for or in respect of the same or any part thereof, or which hath been heretofore used and accustomed to be paid

That the Lessor shall pay all the Rents and Dues out of and for the Land.

paid or done by the Tenants or Occupiers of the said demised premisses, and in such sort as other Lease-holders for years in the said County usually and ordinarily use, and ought to do. But also at all times and from time to time save and keep harmless the said A. B. his, &c. and the said premisses of and from the same against all persons whatsoever, and leave and yield up the same unto the said A. B. his, &c. fully freed as aforesaid. Nevertheless it is agreed, That this Covenant shall not extend to charge the said C. D. his, or either of them with the payment of any Chiefdies, Quit, or other Rents, payable out of, or for the Premises, or any part thereof to any other person or persons than to the said A. B. his, &c. or not with the payment of any extraordinary payments such as are Subsidies, Tenths, Contributions, Fifteenths and the like, imposed or charged by Act of Parliament upon the premisses, or any part thereof, or the Occupiers of the premisses in respect thereof. Nor with the payments or duties, by these presents expressly agreed to be paid and performed, by the said A. B. his, &c. but as to these the said A. B. doth for him, his, &c. hereby covenant, that he and they shall and will at all times and from time to time during the said demised term bear, pay and discharge the same, and thereof acquit, discharge, and save harmless the said C. D. his, &c. during the said Term.

Another,

Or thus briefly, That the said C. D. his, &c. shall bear, execute, and pay all and every thing and things for the said premisses, ratably and in such manner and form, to all intents and purposes

poses, as any of the customary Tenants or other Lease-holders of the County do, or ought to do for their Lands and Tenements of like value and quantity. Or thus, and that the said A.B. his &c. shall yearly during the said terms at the Feast of, &c. or within twenty dayes after, content and pay to the said C.D. his, &c. the sum of, &c. if it be asked. For the which payment the said C.D. doth, &c. covenant to discharge and save harmless from time, &c. all the premisses, and the said A.B. his, &c. as well of and from the payment of the said sum of, &c. as of and from all other suits, exactions, customes, impositions, and demands, whatsoever they be concerning the premisses, or any part thereof, as well against the Kings Majesty, his Heirs and Successors, as against all other person and persons whatsoever.

The Lessor to
pay money
towards it.

And that the said A.B. his, &c. or some or one of them shall and will at all times, and from time to time hereafter during the said term, not only well and truly pay, bear, and perform, and discharge all, and all manner of Rents, Customes, Duties, Taxes, Payments, Charges and Demands, usual, ordinary and extraordinary whatsoever, issuing out of or from, for or in respect of the said demised premisses, or any part thereof, other than the Rents, Services, and Sums of Money in these present Indentures before mentioned and reserved; But also shall thereof acquit, discharge and save harmless, as well the said C.D. his, &c. but also all other occupiers of the said premisses, and the premisses it self and every part thereof, during the

That the Lessee
shall pay
all the Rents
and dues out
of and for the
Land.

the said term. Or thus, If it be a lease of a Parsonage] And that the said A.B. his Heirs, &c. at his and their proper costs and charges, shall and will make, bear, and pay all and all manner of First-Fruits, Tents, Subsidies, Fifteens, Synods, Proxies, Benevolences, and all manner of other Charges, payments, duties, fines, sums of Money, ordinary and extraordinary, as well for serving the cure of the said Parish or otherwise, which be now due, or at any time hereafter during the said term shall be due, or going out of the said Church, Rectory, or Parsonage, or payable for, or by reason of the same, to any person or persons, during the said Term: And that the said A.B. his, &c. shall and will upon request, bear and pay to the said C.D. his, &c. all such sums of money, charges and expences, as the said C.D. his, &c. shall be necessarily put to, or forced to pay, for, or by reason of any such due, or duty, or any suit, judgement, or execution thereupon had, or to be had, or obtained.

Or thus, if it be for one Rent onely. That the said C.D. his, &c. shall pay and discharge to the Kings Majesty, his Heirs and Successors, all such Fee-farm Rents, and the Arrearages thereof, as are or shall fall, or become due and payable for or in respect of the said demised premisses, or any part thereof, during the said Term, and shall also save and keep harmless the said C.D. his, &c. his and their Lands and Tenements, Goods and Cattells, thereof, and of and from all damages, troubles, distresses, and arrests, for or in respect thereof, during the said term. That

That the said C. D. his, &c. shall and will from time to time, and at all times hereafter, during the said Term of twenty one years, well and duly pay, and perform the said yearly Rent of twenty shillings, hereby reserved, and also yield, pay and deliver the said Corn, Eggs, Hens, and also do pay and perform the said Heriot or Fine, Suit of Court-daies, work, and payments according to the reservation, provision, and agreement afore said to the said A. B. his Heirs, and Assigns. Or thus. That the said C. D. his, &c. for so long time of the said term of, &c. as he and they shall or may lawfully and peaceably have, hold, and enjoy the premisses, and every part thereof, shall and will well and duly pay, or cause, &c. to the said A. B. his, &c. the said Rent of, &c. hereby reserved according to the true meaning hereof.

That the Lessee shall pay his Rent, &c

That the said yearly Rent of, &c. shall be well and duly paid to the said A. B. his Executors, &c. during the said Term, in manner as afore said, and according to the true meaning hereof. And that if the said A. B. his, &c. shall during the said term, distraint for the said Rent, or *nomine pene*, twenty dayes, or more, after the said Feast Dayes, whereat the same ought to be paid, as afore said, That the said C. D. his, &c. or any other by his appointment or command shall not, after the said distress taken, as afore said, make any Rescuos, or pound-breach for the regaining of the said distress. And that there shall be no rescue or pound-breach made, nor any Replevin sued forth, or obtained, of, or for, or by reason of any Distress or Distresses,

That the Lessee shall pay the Rent reserved, and shall not repleve upon Distress.

Distresses, to be taken by vertue of these presents, as is aforesaid, after twenty dayes of the said dayes of payment. And that if the said A.B. his, &c. shall at any time, during the said term, distrain for the said, or *nomine pæne*, That the said C.D. his, &c. shall not within six weeks after the same distress taken, redeem the same distress, that then he and they for every such time shall forfeit and pay to the said A.B. his, &c. Forty Shillings of, &c. in the name of a pain.

Section 22.

About Reparations.

That the Lessee shall repair &c.

That the said C.D. his, &c. and every of them shall and will from time to time, and at all times hereafter, during the said term, at his and their own proper costs and charges well and sufficiently repair, keep and maintain tenantable, and in good reparations, the said messuage, and all other the houses and buildings now being, or which shall be set, or builded in and upon the said demised premisses, or any part thereof. And for that purpose, shall when, and as often as need shall require, well and sufficiently amend and repair the same, within reasonable and convenient time, after such such reparations or amendment of the same shall be needful, the said A.B. his, &c. allowing to the said C.D. his, &c. sufficient and necessary houseboot, for and towards the same; and also shall well and sufficiently repair, scower, quick-set, amend, replenish, renew, cleanse, and keep all and

and every the Walls, Hedges, Ditches, Inclosures, Mounds, Sea Walls, Water-courses, Pales, Stiles, Gates, and Bounds, in, upon and about the said demised, or of, or belonging to the same, or any part thereof, or which the Tenants, and occupiers of the said premisses, for or in Right, or in respect of the same, or any part thereof, have been accustomed to do, or ought to do, when and as often as need shall require; and so shall continually keep the same from time to time, during the said term, without any manner of spoil, and fence, and keep all and singular the said closes and pieces, in all manner of needful and necessary reparations, during the said term. And in the end of the said term, the same Messuage, Houses, and Buildings so repaired, with all glass windows, Doors, Locks, Keyes, as it is thereof, and therewith, now fully furnished and garnished, and all the rest so repaired and kept, to leave and yield to the said A.B. his, &c. provided alwayes, and it is nevertheless agreed, that if the said messuage, or any other of the Houses, or buildings of, in, or upon the said demised premisses, or any part thereof, shall be at any time during the said term, wasted, consumed, or otherwise extroordinarily impaired, subverted, or hurt by foreign enemies, Wind, Water, or Fire, caused and produced by the act of God alone, or by the act of any Stranger, without the act or neglect of the said C.D. his, or their, &c. some or one of their Wife, or Wives, Child or Children, Servant or Servants, Friend or Friends, for the time being, living, being or abiding in house with him or them; that to such reparations and decayes,

K

this

this Covenant shall not extend; and that for, or with such Reparations the said C. D. his, &c. shall not be charged or chargeable herewith, or hereby, but that as to all such, he and they be clearly acquitted, freed, and discharged, this covenant notwithstanding.

Or thus, That the said C. D. his, &c. or some or one of them shall and will at all times, during the said term, at his, their, or some, or one of their own proper costs and charges, maintain, sustain, repair, uphold and amend all the Buildings and Housing of, in and upon the demised premisses, with, in, and by all and all manner of needful Reparations, as well within as without, from time to time, when and as often as need shall require, and keep and maintain the same in good tenantable and substantial manner. And in the end of the said Term the same so, &c. (as in the last.)

That the Les-
sor upon Re-
quest shall al-
low Timber.

And it is mutually agreed between all the said parties; And the said A. B. doth for him, his, &c. Covenant, &c. That he the said A. B. his, &c. shall and will at all times hereafter, and from time to time during the said term, within three moneths, or sooner if the case so require after reasonable request to be made, and at fit and convenient times, and season, in the year, allow assign and appoint, or cause to be allowed, assigned and appointed yearly or otherwise to be cut, felled and taken in, and upon some part of the demised premisses, or of and from the timber, Trees, before excepted, or from some other place, or by some other way, when and as often as need shall require such great Timber, as shall

shall be wanting to be imployed or bestowed in or about the said premisses for the necessary making, repairing or upholding of the said Houses and buildings of, in and upon the said demised premisses, to be there spent, and imployed, and not elsewhere. And if in case the said A. B. his &c. shall after Request made, delay or refuse to assign and allow Timber as aforesaid ; that then the said C. D. his &c. shall and may take the same Timber, from and of the said demised premisses, or any part thereof, if it be there to be had and found of him, and themselves to be imployed and bestowed, as aforesaid ; and that it shall and may be lawful also to and for the said C. D. his, &c. at all times during the said Term, so as he make no wast or spoil, without any request, allowance or assignment, to have and take competent and sufficient hedge-boot of the Thorns, and other fencing stuff, growing upon the premisses, and the things excepted, and sufficient stuff for stakes and binders of the shredding of the Trees to be spent and imployed well, used and continued there, and not elsewhere.

Provided nevertheless, and it is mutually agreed between all the said parties, that the said A. B. his, &c. shall and may also (if he and they please) at his and their will and pleasure at all times during the said Term, when and as often as need shall require, and at all times seasonable and convenient, enter into and upon the said demised premisses, or any part thereof, and repair and amend the said Messuage, Houses, Buildings and Premisses, or any part thereof, and cleanse

and rid the same from Brambles, Bryars, Bushes, and Thorns, or otherwise for the amending and bettering of the same, or any part thereof.

Another, that the Lessee shall repair one part and the Lessor another part,

And that the said C. D. his, &c. or some or one of them shall and will at all times and from time to time during the said Term, repair, maintain and make good again, and (if need be) re-edifie, as well the waterstath belonging to the said premisses, and the standing place there neer, now used to draw water in, as also the Trough or Gutter of Lead used to draw water, for the conveying of water from the said standing place into the Work-house of the Messuage aforesaid. And the same in good and sufficient Reparations shall leave, and yield up in the end, or other determination of the said Term: In consideration whereof the said A. B. doth covenant, &c. that he, &c. his, &c. shall and will at all times, and from time to time during the said Term, at his and their costs and charges sufficiently repair, maintain, and keep all the Edifices of the said demised premisses, in good and sufficient Reparations (except the said stath, standing place, and guttur) and except such hurts, harms, decayes, and Seathes, as at any time or times hereafter, during the said Term shall happen to be made or done in or to the said premisses, or any part thereof, or to any the Doors, Glasse Windows, Locks, Keyes, Gates, Seelings, Portals or Benches, to the said Messuage or Premisses, or any part thereof, belonging, or used, or occupied with the same, by the said C. D. his, &c. or any of them, or by his, their, or any of their Servants, Tenants,

nants, Family, or Incomers: all which said hurts, harms, decayes, skaths, and wastes to be done as aforesaid (other than by the reasonable use of the same premisses) and the said Waterstath and standing place, and gutter of Lead, the said C. D. covenanteth and granteth, &c. at the end or determination of this present demise, to leave and yield up the same unto the said A. B. his, &c. sufficiently repaired, amended, and made good again, &c.

Or thus, That the said C. D. his, &c. shall and will at his, and their costs and charges, and at all times during the said Term, sufficiently glaze the Windows, in and about the houses of the said demised premisses, and the same so being sufficiently maintained, shall leave and yield up at the end or other expiration of the said Term.

Or thus, That the said A. B. his, &c. shall and will from time to time during the Said Term, preserve uphold and keep, all and singular the said Buildings of the said demised premisses, and every of them in good and sufficient reparations of thatching, reeding, tiling, and other needful and necessary reparations, meet and convenient to be bestowed during the continuance of the said term, in and about the said demised premisses, or any part thereof (except such hurts and skaths as shall be committed by the said C. D. his, &c. or by his or their, or any of their Servants, Family, Incomers or Guests.) In consideration whereof the said C. D. doth for him, his, &c. Covenant, &c. that he the said C. D. his, &c. or some of them

shall and will at all times hereafter, and from time to time, during the continuance of the said Farm, repair, amend, and make new again, all such hurts, harms, decays and breaches, as from time to time at any time during the continuance of the said term, shall be done, committed or suffered, in or upon the said demised premisses, or to the glass windows, doors, locks, keys, bolts, or pales, or to any other part of the said demised premisses, by the default, means, negligence or sufferance of the said C. D. his, &c. or of his or their, or any of their Servants, Family, Incomers, or Guests; and shall and will also leave and yield up the said demised premisses unto the said A. B. his, &c. at the end, surrender, or other determination of the said term so sufficiently repaired and amended as aforesaid.

That the Lessee shall repair the Vessels.

That the said C. D. his, &c. shall well, truly and sufficiently maintain, repair and sustain the said Brewhouse, Vessels, Utensils, &c. during the said term; Provided always, that if any of the said Vessels or Utensils shall need, during the term aforesaid, by means of oldness to be renewed, that the said A. B. at his and their proper costs and charges, shall renew all and every such Vessels and Utensils to be renewed as oft as need shall require, during the said term; so that the same be not broken by the default, or negligence of the said C. D. or his Servants.

That the Lessee shall lay out money on a repair.

And that the said A. B. his, &c. shall and will within the term of five years, next after the commencement of this present Demise, well

well and husbandly expend, lay out, and bestow upon the said Marsh-grounds for and towards the draining, diking and walling of the same, the sum of fifty pounds, &c. And also, shall and will before the end of five years then next following, in like manner expend, labour and bestow as much money more as shall be by the Judgment of four indifferent persons, whereof two to be named or appointed by the said C. D. upon view of the said Marshes, adjudged and thought fit, so as it exceed not the sum of fifty pound more.

That the said C. D. his, &c. or some or one of them, shall or will at or before the &c. expend, disburse, and lay out in, upon, or about the buildings, repairing, strengthening, and bettering of the said Messuage, &c. and other the demised premisses, the sum of &c. at or before the Feast of, &c.

That the Lessee shall lay out money on repair.

That the said C. D. his, &c. shall not at the end of the said term of years, carry away any of the Wainscot, Settles, and Cubards standing and being in the, &c. or the Keys and Locks, being upon the Doors and Cubards of Wainscot aforesaid, of and within the said Tenement, but do permit and suffer them there to remain at his departure, in as good case as now they are, reasonable wearing only excepted.

That the Lessee shall not take away the Wainscot or Windows.

Or thus, That it shall be lawful to and for the said A. B. his, &c. or their Workmen, or any other person or persons by their appointment, at all times during the said term [or at least once in every year] in a fit time and man-

That the Lessee may enter and view the Reparations.

ner to enter into, and view the said premisses, or any part thereof, what lack of reparation shall be found, and what reparation shall be needful to be made and done therein, or in any part thereof. And thereupon the said C. D. doth for him, his Executors, &c. Covenant with the said A. B. his Heirs, &c. that the said C. D. his, &c. at his and their charges, shall and will, during the said term, within a quarter of a year next after warning given to him and them thereof, well and sufficiently, from time to time, repair and amend all such defaults and lack of reparations, as there shall happen to be found.

Or thus, That he the said C. D. his, &c. shall at his and their own proper costs make, or cause to be made all manner of needful and necessary reparations upon the said demised premisses, when and as often as need shall require; And the same so sufficiently repaired in the end of the said term, shall leave to the said A. B. his, &c. The said C. D. having, and taking from time to time for or towards the doing thereof, all such Timber-stuff, and other materials, as shall be growing and being in or upon any part of the said demised premisses. And also the Bridge of Moor-field, called the Great Bridge, as much as to the same Messuage requireth and belongeth shall do to be paved. And the great Reen or Ditch, lying beneath the same Bridge, shall do and cause to be voided, cleansed and purged, and the faults thereof, shall do and cause to be amended and repaired as often as need shall require, during the said term. And

And that the said A. B. his, &c. shall every year, during the said term, upon request find and cause to be found one sufficient Thatcher and his Servitor, with sufficient Meat, Drink and Wages, three days in the year, at convenient times, for the repairing and amending of the houses and buildings of the said premises, the said C. D. his, &c. finding Straw, and all other things necessary for the said three days work.

That the Les-
sor shall help
to repair.

Section 23.

That he the said A. B. or his Heirs, at any time hereafter, shall not sell away, mortgage or depart with any part of the said Messuage and Lands to any person or persons whatsoever, other then only to the said C. D. and his Heirs, if the said C. D. and his Heirs will give so much for the same as any other *bona fide* will give [or will give such price or prices for the same as shall be set down, made and appointed by T. W. A. G. R. R. or so many of them as shall happen to be living at the time of such Alienation to be made] without the special license of the said C. D. first had and obtained.

That the Les-
sor shall not
sell but to the
Lessee.

Or thus, That he, &c. (as before) shall not sell, &c. nor charge, nor incumber the same, nor any part thereof to any person or persons, other than to the said C. D. his, &c. or to such other person and persons, and their Heirs, as he the said C. D. or his Heirs, shall for that purpose name and appoint.

Or thus, That if the said A. B. his Heirs or Assigns shall be minded or disposed at any time within

within five years, now next following, to bargain, sell or depart with the said yearly rent of twenty shillings, before hereby reserved, and with the reversion depending upon the Estate and Tenure before-mentioned, unto the said C. D. and his Heirs, absolutely in Fee-simple, and shall give notice thereof to the said C. D. his Executors, &c. or otherwise shall leave notice thereof in writing at the said Messuage of his and their pleasure and purpose therein, that then the said C. D. his, &c. shall and will pay or cause to be paid unto the said A. B. his Executors, &c. the sum of one hundred pound of, &c. within two years next after the notice aforesaid; so always that at the time of payment thereof, the said Rent and Reversion depending upon this present Estate, be lawfully conveyed and assured by the said A. B. his Heirs and Assigns to the said C. D. his Heirs and Assigns, and to his and their only use.

And that the said A. B. shall at the end of the said term of twenty one years, make and cause to be made to the said C. D. his Executors, Administrators and Assigns alike, a new Demise and Lease of the said Premisses with the Appurtenances, if it be asked for so many years, as is contained in this Lease, and the same Lease to be of like force, effect and strength in the Law as this present Lease is, without any covin or fraud.

That in case the said E. the Wife of the said C. D. shall at any time hereafter have any Issue or Child of her Body begotten by the said C. D. or any other Husband which she the said E. D.

E. D. shall happen to take, that then he the said A. B. his Heirs and Assigns shall and will at any time, during the natural lives of the said C. D. and E. his Wife, or either of them, upon request made to the said A. B. his Heirs or Assigns, accept and take from the said C. D. his Executors, &c. a surrender of the premisses, and of all their Estate therein, by virtue of these presents; and thereupon shall make and pass a new Estate, Grant and Lease, by Indenture of all the said premisses unto him the said C. D. his Executors, &c. to have and to hold to him, his, &c. from the day of the date of the said new Indenture for the term of ninety nine years, thenceforth then next following, if the said C. D. E. his Wife, and any one of such issue, Child or Children of the body of the said E. and to be then nominated by the said E. unto the said A. B. his Heirs or Assigns, or either of them the said C. D. E. and such person so to be nominated, as aforesaid, shall happen so long to live for and under the like reservation of Rent and Covenants, as before in these presents is specified and confirmed. If any such Indenture of new Lease shall be tendered by the said C. D. E. or any other on their behalf, to the said A. B. or his Heirs; provided that the said D. D. and E. D. their Executors, &c. do and shall seal and deliver as their act and deed the counterpart of such new Indenture of Lease to the Lessor or Lessors therein to be named.

Nevertheless, it is mutually agreed between all the said parties to these presents: And the said

said C. D. his, &c. in consideration of the Covenant aforesaid, shall well and truly pay to the said A. B. his Heirs and Assigns, the sum of, &c. yearly at the Feast of, &c. until the time of the request and offer of a surrender, as aforesaid, and that if the said C. D. his, &c. shall at any time during the said term and space last mentioned fail to make payment of the said sum of, &c. in manner as aforesaid, that then the said A. B. his Heirs and Assigns shall be utterly and absolutely acquitted and discharged, as well of and from the making of a new Indenture according to the purport of the Covenant, as aforesaid, as also of and from the said Covenant. And that then also the said Covenant, and every thing therein contained, shall be utterly void, and of none effect, any thing herein contained to the contrary notwithstanding.

Sect. 24.

That the Lessee may deduct Rent upon eviction.

That if the said C. D. his, &c. shall happen at any time, during the said term, to be evicted or dispossessed of the said premises, or any part thereof, without covin on his or their part, that then the said Rent of twenty shillings shall be apportioned and diminished accordingly, and after such rate and proportion as the quantity and value of the Lands so evicted or taken away from the said C. D. his, &c. shall amount and arise unto; And that it shall be lawful to and for the said C. D. his, &c. to defalk and detain so much of his Rent, at every of the said payments, this Indenture, or any thing therein contained to the contrary notwithstanding. And

And that if it shall happen any Fines, Amercements, or other Takes or charges to be during the said Term set upon the said C.D. his Executors, &c. by the default of the said A.B. his Heirs or Assigns for or concerning the premisses for the Services or Duties due for them or any part thereof. And if the said C.D. shall be forced to pay the same, that then it shall and may be lawful to and for the said C.D. his Executors, &c. to detain and keep back so much of the said yearly rent due to the said A.B. his Heirs, and Assigns, as the same Fines, Amercements, Taxes, or Charges shall amount unto.

That the Lessee may deduct Rent to save him from payments.

And that if the said C.D. his, &c. shall not quietly have, hold and enjoy the said Messuage and premisses, during the said Term, according to the true meaning hereof, that then within Forty Dayes after the said C.D. his, &c. shall be lawfully evicted, ejected or expelled from the said demised premisses, or any part thereof, he the said A.B. his, &c. or some or one of them, shall and will, well and dully pay and allow, or cause to be paid and allowed to the said C.D. his, &c. for every whole Year of the said Term of twenty one years, which shall be to expire or expend at the time of such ejectment or expulsion out of the premisses, or any part thereof, twenty shillings of lawful, &c. in the said Messuage, and so much as he may then have for so many of the years of the said Term, as at the same time of such eviction shall be unspent, as the same shall be deemed to be worth by two indifferent men, which shall be chosen by them
the

That the Lessee for shall pay money to the Lessee if the Lessee be disturbed.

the said A. B. and C. D. having respect to such profit as the said C. D. might have by such lease.

That if it happen that any part of the demised premisses, by reason of any former interest, be withholden or kept from the occupation, possession, or having of the said C. D. his, &c. that then the Rent hereby reserved shall cease to be paid during all such time as the same shall be so kept from the said C. D. his, &c.

That the Lessor shall put away under Tenants.

And that the said A. B. his Heirs and assigns before the feast of, &c. shall and will remove and put away all such under-Tenants as now be and dwell in any part of the said demised premisses.

Section 25.

That the Lessee shall have common in the ground of the Lessor.

That the said C. D. his Executors, &c. shall and may from time to time during the said Term have and enjoy to him and them, in and upon all the Downs, Commons, Wastes, Heaths, and sheep-pastures, belonging to the Mannor of D. sufficient gate-running pasture, course and feeding of, and for one hundred sheep, without any let or interruption of the said A. B. his, &c. Farmers and Occupiers of the said Mannor, or of, or by any other person or persons, his or their means or procurement, with free liberty, ingresse, egress, and regress into and out of the same grounds with all the said sheep at all and every time and times convenient. For which Pasture to be had in form aforesaid, the said C. D. doth for him, his, &c. covenant by these presents to content and pay to the said A. B. his, &c. year.

And shall pay money for it.

yearly, at the Feast of, &c. during the said term for the Pasture of every sheep to be pastured as aforesaid, 4*d.* of lawful *English* money.

That the said C.D. his, &c. at all times, and from time to time during the said Term, shall and may lawfully have and take the commodity, easement and use of the water at and in a certain pond in W. aforesaid, called the great Fish pond, as well for the Watering of his and their Cattel and Beasts thither to be brought, driven or led, which at any time hereafter shall be kept, and continuing in and upon the said demised premisses, as also to fetch, take and carry away the said Water at and from the pond aforesaid, to be used or occupied in any place about the demised premisses by any Tenant or Tenants thereof. And also to have convenient way and passage from the said Messuage and Premises to and from the said pond, to and for the said C.D. his, &c. to fetch, lead and drive all manner of Cattel unto the said Pond, and to fetch and carry the said Water to be occupied, as is fore said, without any lawful let or impediment of or by the said A.B. his heirs or assigns.

That the Lessee shall enjoy a watering place.

Section 26.

That the said C.D. his Executors, &c. shall from time to time, during the said Term, permit and suffer the said A.B. his Heirs and Assigns yearly at two several times in the year to keep his Court for the said Mannor of D. in the Hall of the said Messuage, upon reasonable warning given to them of the said day, without let or disturbance of or by the said C.D. his Executors, &c.

That the Lessee do suffer the Lessor to keep Court.

And

And provide
meat for the
Steward.

And that the said C. D. his, &c. shall yearly, at the proper costs and charges of the said C. D. his, &c. find, allow and provide convenient, wholesome and sufficient meat, drink, and other entertainment for the Stewards, his Servants, and Attendants, and Horses that shall be sent thither, under and for the said A. B. his, &c. twice a year, for the keeping of the Courts there for the space of one whole day and a night yearly, during the said term.

That the Les-
see shall At-
turn.

That the said C. D. his Executors, &c. shall and will at any time hereafter, during the said demised term, upon any reasonable request to be to him made by the said A. B. his Heirs or Assigns, atturn Tenant to any person or persons to whom the said A. B. his Heirs or Assigns shall or may grant the Reversion of the premisses, or the said Rent hereby reserved, or any part thereof, and shall pay to such Grantee, his Heirs and Assigns, the said yearly Rent hereby reserved, or such part thereof as shall be so granted to such person or persons, his Heirs and Assigns, as is aforesaid. Or thus, That he the said C. D. his Executors, &c. in good order of Law shall atturn Tenant unto R. S. of, &c. when the Reversion of the said premisses shall be granted by the said A. B. and shall pay unto the said R. S. his Heirs and Assigns, the said yearly Rent to be hereby reserved, and to be granted to the said R. S. his Heirs and Assigns, as is aforesaid.

That the Les-
see shall give
entertainment

And that the said C. D. his, &c. shall and will yearly, during the said demised term, find and provide to and for the said A. B. his, &c. and

and others coming with him and them in progress, and for their Horses, once every year, for the space of two days, and two nights, sufficient and competent House-room and Stable-room, Lodging, Meat, Drink, Hay and Provender, the said A. B. his, &c. paying reasonably for the Meat and Drink only so provided, during the term aforesaid.

Or thus, That he the said C. D. his, &c. shall well and handsomely, from time to time, once in every year, during the said term, by the space of two days, entertain the said A. B. his Heirs or Assigns, with his and their Servants and Friends, not exceeding the number of twelve, at and in the said Messuage with convenient and competent Meat, Drink, Lodging, and otherwise, for them and their Horses.

Secr. 27.

And that the said A. B. and his Heirs, shall and will at any time hereafter, upon the request to him made, seal and deliver as his Act and Deed, one other Deed or Conveyance of the premisses hereby before-mentioned or intended to be demised for and during the residue of the said term of years then to come, wherein and whereby such and so much of the said premisses, as are only generally described in these Presents, shall be described, designed, set out, named and bounded in such sort and manner, and with such true quantities thereof, or of any part thereof, as by the said C. D. his, &c. or his or their Council learned in the Law shall be reasonably devised, advised and required, and at their costs and charges.

That the Lessor shall ascertain the Land upon request.

L

And

That the Lessee shall preserve the Boundaries,

And that all the Arrable Land hereby before demised, and every part thereof, shall be used and occupied, during all the said demised term, so distinctly and orderly, that the same and every part thereof shall and may sufficiently be known to be the Lands of the said A. B. and not be confusedly plowed or mingled with other Lands, to the prejudice or disinheriting of the said A. B. and his Heirs.

That the Lessee shall not suffer ways to be usurped.

And that he the said C. D. his, &c. shall not willingly suffer any common, or usual ways or passages for Carriages, Drafts or Plows, or Horse-ways, or Foot-ways, or Paths to be made, increased or incroached in or upon the demised premisses, or any part thereof, by any person or persons, not having right or interest thereunto.

That the Lessee may enter and fallow the Land the last year of the Term,

And that it shall and may be lawful to and for the said A. B. his, &c. and every or any of them, at all and every time and times convenient, within the last year of the said term, to enter into, and have so much of the said demised Premises, as in the same year shall be meet to be fallowed, and to Ear, Plow and Fallow the same, or any part thereof, according to the usage of the Country there in that behalf, without any let or disturbance of the said C. D. his, &c. or of any other person or persons by his, or their, or any of their means, assent or procurements

Señ. 28.

That he the said C. D. his, &c. shall and will at all times, from time to time, during the said demised

demised term, lay and imbarn, and cause to be laid and imbarned in the severall and respective Barns, and other parts of the demised premisses, all the Corn, Grain, Hay, Straw and Fodder, which from time to time shall be growing in and upon the said severall and respective demised premisses. And shall and will from time to time, during the said term, spend all the same Hay, Straw, and Fodder whatsoever (except Wheat-Straw) in and upon the premisses; and also shall, during the said term, spread all the dung, compost, soyl and stallage that shall be made, or arise there, in and upon the severall respective demised premisses, or some part thereof, during the said term.

That the Lessee shall lay the soyl upon the land, and the fodder be spent there,

Or thus briefly, That all the muck or dung that shall be made by Horses, Cattle or Meat, kept in and upon the said demised premisses, shall be bestowed yearly in and upon the Errable Lands of the said demised premisses, where most need shall be, and not elsewhere.

Another.

Or thus, That all the Corn and Blades, which, during the said term, shall grow in and upon the Land before demised, or the more part thereof yearly within the Barns there shall inhouse and imbarn, and the residue upon the said Land by these presents demised, and all the Dung and Offal coming of the said Blades, and Straw, after they shall be trodden with Cattle, to the Lands before demised, and to no other place shall carry, and there for compost shall bestow and spread, excepting the last year of the said twenty one years, in which last year he may leave the same within the Yard or Backside.

Another.

That the Lessee shall carry away his corn the last year,

That the Lessee shall dwell in the house,

That the Lessee shall not plow the land,

That it shall and may be lawful to and for the said C. D. his, &c. to carry away his or their Corn or Hay, growing, or that shall grow in, of or upon the premises the last year of this present Demise, to any place or places at his or their will and pleasure. Any thing herein to the contrary, &c.

That the said C. D. his, &c. shall and will inhabit, abide and dwell in and upon the said Messuage, and occupy and manure all the Lands, Tenements and Hereditaments contained in the Schedule hereunto annexed, during the said demised Term.

That the said C. D. his, &c. shall not at any time, during the said term harrow or break up any part of the Close called, &c. Part, parcel of the demised premises, without the consent and agreement of the said A. B. his &c. Nevertheless, it is agreed between the said Parties, that the said C. D. his, &c. Shall and may ear and sow any of the arable land, parcel of, or belonging to the said demised premises (except before excepted) two years together, during the said Term, and not above, and after that shall let the same lye one year fallow.

And that if the said C. D. his, &c. do, or shall at any time during the said term, plow, ear, harrow or break up, sow, or put to tillage, or cause to be plowed, eared, harrowed or tilled, any meadow or pasture ground before hereby demised or granted, now employed to meadow or pasture, or any part thereof, without the agreement, or consent of the said A. B. his heirs, and assigns, first had and obtained in writing;

That

That then and so often he or they so plowing, earing, sowing or so putting the same to tillage, shall pay yearly during the time of such plowing thereof to the said A. B. his heirs and assigns, over and above the yearly Rent aforesaid, for every year so eared, plowed or sowed, twenty bushels of such Corn, Grain or seed wherewith the same shall be so sowed as aforesaid, or forty shillings for every acre yearly, at the election of the said A. B. his heirs, or assigns any thing herein to the contrary notwithstanding. Nevertheless it is agreed, that the said of the arable lands, lying near, and belonging to the said Mills, two years together, and not above, and after that shall let the same ly fallow one year, and thus shall continue the same during the said term.

Or thus, That he the said C. D. his, &c. nor any of them, shall break up, plow, ear, or put to tillage, any of the Meadows or Grounds reserved for Meadow or Pasture, within four years next before the determination of this Lease, unless it be by and with the consent of, &c.

Section 29.

That he the said C. D. his, &c. according to the Reservations, Covenants and Agreements in these Presents expressed, shall and will from time to time, during the said term, continue the possession of the premisses as true Tenant and Farmer thereof to the said A. B. his, &c. without any voluntary Attornment, or leaving the possession thereof to any other person or persons, pretending or claiming any right, title or interest in the premisses, or any part thereof,

The Lessee
not to attorn
without law-
ful cause.

other than by, from, or under the said A. B. his, &c. and other then by any lawful eviction or recovery of the possession of the premisses by ordinary course of Law against the said C. D. or his Assigns, to which said suit the said A. B. shall be made privy from time to time by the said C. D. his, &c. according to the true meaning hereof.

That the Lessee of an Inne shall keep the goods safe left in it.

And whereas there be divers Goods and Chattels of the said A. B. in a certain Inventory indented to these presents annexed, mentioned, standing and being in the Houses of the said demised premisses, which are by the said A. B. left in the Houses of the said demised premisses under the care and charge of the said C. D. his, &c. during the continuance of the Term aforesaid. Now the said C. D. doth by these, &c. covenant that he the said C. D. his, &c. shall safely keep within the said Messuage, all and singular the said goods and Chattels in the said Inventory specified, during the continuance of the said term. And that they or any of them shall not be carried away or removed out of the said Messuage during the said Term, nor imployed or converted, otherwise than for the lodging and entertainment of the Guests of the said C. D. his, &c. within the said Messuage or Inne. And that the said C. D. his, &c. or some of them shall and will likewise at the end, determination, surrender, forfeiture of the said Term, leave and yield up unto the said A. B. his, &c. or some of them within the same Inn, all and singular the said Goods and Chattels in the said Inventory

tory mentioned, whole and safe standing and being in the houses of the said demised premisses, and in as good case, as now they be, the reasonable sit and decayes thereof by reason of the ordinary and orderly use thereof for the causes aforesaid onely excepted.

And it is agreed between the said Parties further, and the said A.B. doth for him and his, &c. further condescend and agree, That it shall and may be lawful to and for the said C.D. his, &c. to have and use the said Goods and Chattels for the necessary entertainment of the Guests of the said C.D. his, &c. within the said Inn, and not elsewhere. Provided alwayes, and it is further agreed between the said parties, that if the said goods and chattels shall be removed or intended to be removed out of the said demised premisses, or converted otherwise than to the uses above-mentioned, that then and at all times after it shall and may be lawful to and for the said A.B. his, &c. or any of them into the said demised premisses to enter, and the same goods and chattels, or any of them from thence to remove and take away at their will and pleasure; any thing before-mentioned to the contrary in any wise notwithstanding.

That the Lessee shall use the goods in the House.

That the Lessee for may fetch away his goods out of the house if abused.

That the Lessee shall look to the goods of a Brew-house.

That he the said C.D. his, &c. shall well, truly, and to his best endeavour, preserve the Goods, Vessels and Utensils belonging to the said Brew-house, and mentioned in the Schedule annexed, during the said Term, and shall not nor will permit, or suffer, any arrears, of excise to be unpaid, whereby the said goods or

That the Les-
for may take
away his
goods.

any part thereof shall be any wayes incumbered.

That it shall and may be lawful to and for the said A. B. his, &c. at all and every time and times during the said Term of twenty one years to have and carry away at his and their will and pleasure all and every household-stuff, Bedsteeds, Implements, Plancks, Wainscots, Boards, and other things, which now be, or remain at or within the said Messuage, and other the said premisses, being the goods of the said A. B. without gain-saying or interruption of him the said C. D. his, &c. or any of them, or of any other by him, or by his means or procurement.

Section 30.

That the Les-
see may pull
down old
houses, and set
up new in
their room.

That it shall and may be lawful to and for the said C. D. his, &c. during the space of seven years, now next following, to pull down two Rooms, being on the Northside of the said Messuage, and called the Bake-house, and chamber over the same. And the said C. D. doth Covenant &c. that he or they, or some, or one of them shall and will within the said time of seven years in the place thereof, build up and erect two new Rooms of housing of the same height and breadth, and of as good a kind of building, as the building so taken down was before the plucking down thereof. And it is mutually agreed that the said C. D. his, &c. shall have and take by the assignment and appointment of the said A. B. his heirs, &c. sufficient timber on, and upon the premisses for the doing thereof.

That the Les-
see shall have
Timber to do.

That he the said C. D. his, &c. shall and will

will within the space of ten years next ensuing the date of these presents, at his and their own proper costs and charges erect, new build, and set up in and upon some convenient part of the premisses three Messuages, Tenements or Houses fit and convenient for habitation to be so erected of Timber, Stone or Brick, according to the most usual manner of building now used amongst us in *England*. And the same being thus built shall from time to time during the said term well and sufficiently keep repaired. Or thus, That the said C.D. his, &c. or some of them at his or their own proper costs and charges, shall and will within the space of, &c. erect, well and sufficiently build and set up, or cause, &c. in or upon some part of the premisses, a convenient dwelling house, and other houses of office, and in and about the same building shall bestow the full sum of two hundred pounds of lawful, &c. at the least, and the same so build- ed during the said term, in and by all things needful, shall and will repair, maintain and in good reparations keep,

That the Lessee shall new build three houses.

Shall bestow two hundred pounds in building.

That the said C. D. his, &c. and his and their under-tenants shall and will from time to time during the said term grind all their several kind of grain whatsoever; that they or any of them shall expend in and upon the premisses or any part thereof at the Mill or Mills of him the said A. B. his, &c.

That the Lessee shall grind at the Lessors Mill.

And that if the said A. B. his, &c. shall at any time during the said term inclose any part of the common Fields or wastes parcel of the premisses, in or upon which the tenants of W. afore-

That the Lessee may inclose and then the Lessee shall not have common said there.

Allowance of
other land in
recompence.

said heretofore have accustomedly used to have common of pasture, that then the said C. D. his, &c. shall not by virtue of these presents from thenceforth pretend or claim any title to the said ground, so to be be inclosed as is aforesaid, but shall permit and suffer the said A. B. his, &c. the same to inclose, and being inclosed to keep and occupy to his and their own use, without let or interruption of the said C. D. his, &c. during the said Term, so that the said grounds by the said A. B. his, &c. hereafter to be inclosed shall not exceed the quantity or number of forty Acres, and so that the said A. B. his, &c. before such inclosure made, do appoint, allow and assure unto the said C. D. his, &c. and every of them, for and in recompence of such Grounds, so to be inclosed, as much and as good other Lands and Grounds within the Parish and Fields of W. aforesaid, whereunto and from the which the said C. D. his, &c. shall and may have as free and as good coming and going, as he now hath to and from such of the premisses before by these presents to him demised, as so shall be hereafter inclosed, the said other Lauds to be assured to the said C. D. his, &c. in like manner and form, and under like Conditions and Covenants, as he or they shall have, had or enjoyed the Lands or Grounds, so to be inclosed, if no such inclosure were hereof had or made; any thing herein to the contrary notwithstanding.

And that the said A. B. his, &c. may inclose and keep so much of the premisses as doth belong

long to the said Capital Messuage, &c. as at this time is not inclosed, and every part thereof for the sheep of the said A. B. his, &c. being Owner and Owners of the said Mannor of W. and of all and every the Tenants and Farmers of the said A. B. his, &c. of the said Mannor yearly, during this Lease in the open time of the year in as ample and large manner and form as he the said A. B. his, &c. should, ought, or might have done if this Lease had never been made. And if it shall fortune the said C. D. his, &c. or any of them, at any time during this Lease, shall willingly or advisedly disturb or interrupt the said A. B. his, &c. or any of them, or his or their Tenants or Farmers of the said Mannor of W. or any of them quietly to have, use and enjoy the said grounds to be enclosed for sheep in such manner and form as before is declared. That then he the said C. D. his, &c. for every such disturbance or interruption as is aforesaid, shall forfeit and lose to the said A. B. his, &c. Lords or Owners of the said Mannor of W. such pain and sums of money has be hereafter expressed, that is to say for the first disturbance or interruption as is aforesaid twelve pence, for the second disturbance or interruption eighteen, and for the third interruption two shillings, and from thenceforth for every disturbance or interruption twice double the pain and sum next before for the said last named interruption.

Section 31.

That the said C. D. his, &c. shall and will leave and yield up unto the said A. B. his, &c.

To pay money upon every interruption.

That the Lessee shall leave the goods he finds,

at

at the end or determination of the said term all such moveable goods and chattels as be mentioned and set forth in the Schedule hereunto annexed in the place or places upon the said premisses, where they shall be at the commencement of this present demise, or for the most part of the term aforesaid were used, whole, safe, sound, and in such good case, as at the commencement of this present demise they shall be, the reasonable stit thereof only excepted, Nevertheless it is agreed between, &c. And the said A. B. doth, &c. that it shall and may be lawful to and for the said C. D. his, &c. from time to time during the said term, to break, take up, and carry away all leads, coppers, pans, fats, and other vessels and things of the said C. D. his, &c. which he or they, or any of them shall at any time during the said term, frame, build, or set up in any part of the premisses for his or their necessary uses; and the same to have, take, carry away and enjoy to his and their own uses, without any impeachment or hindrance of the said A. B. his, &c. or any of them, or any other person or persons whatsoever, by his, or their, or any of their means. Provided always, and the said C. D. doth, &c. covenant, &c. that the said C. D. his, &c. shall and will from time to time, and as often as any of them shall break, and take up any such Leads, Coppers, Pans, Fats, or other vessels, or things aforesaid, he and they shall and will sufficiently repair, and make good again all breaches by him or them to be made upon any part of the said premisses. Or thus, And that the said C. D. his, &c. and every of them

them, being Tenants of the said Messuage and premisses, shall and will at all times, and from time to time yearly, during this present Lease, do and make such suit to the Court-Baron of the said A.B. his, &c. to be kept for his Mannor of D. and to the Law-dayes there upon reasonable summons and warning to them given, as is before reserved. And that the said C.D. his, &c. and every of them, as occasion shall be; shall be there ready to be sworn, and shall and will obey such orders as shall be there made, and do, perform, and execute with the rest of the Tenants, and the homage of the said Mannor of D. as hath been heretofore used and accustomed.

That the Lessee do suit of Court.

Section. 32.

And that the said C.D. his, &c. or either of them, or any other person or persons by his or either of their procurement, shall not at any time during the said term, do, make or commit, or cause or willingly suffer, or agree to be done, made or committed any manner of waste steep, spoil or destruction, of, in or upon the said demised premisses or any part thereof, or of, in, or upon the Trees, Woods, or Under-woods thereof, during the said term, except it be by the assent and agreement of the said A.B. his, &c. but as much as lawfully he and they may, shall withstand and hinder the same.

That the Lessee shall not do waste.

And that the said C.D. his Executors, &c. shall not at any time during the said term make any voluntary sale of, or fell, crop, lop, or top any of the Trees, Woods, or Under-woods, growing or to be growing in or upon the said demised premisses, but only for the repairing of the

Nor cut trees.

That the Lessee shall have Fireboot

That the Lessee may sell some trees.

That the Lessee shall preserve the Woods.

the housing or Lands demised, or mound, or bounds thereof, and in such sort as is herein agreed, and save onely such as shall be made and done by consent of the said A. B. his, &c.

Nevertheless it is agreed between all the said parties. And the said C. D. doth for him, his, &c. hereby covenant, grant and agree, that it shall and may be lawful to and for the said C. D. his, &c. yearly, during the said Term, to have and take sufficient and competent Timber and fuel for fire-boot, hey-boot, and plow-boot, in, of, from, or upon, not onely all and every the before demised premisses, but also of, and from the things before excepted, out of this demise, to be spent in and upon the said demised premises, and not elsewhere.

And that it shall and may be lawful to and for the said C. D. his, &c. during the said Term, at seasonable times to lop, top, crop, and cut all and singular, and all manner of Trees and Woods, growing and being, or to be growing and being in and upon the before recited forty Acres of Land, Medow and pasture adjoyning to the said Mills, (parcel of the before demised premisses) and the same lops and tops to take, carry away and sell, or otherwise convert to his and their own use, at their will and pleasure without any impeachment of waste for the same.

That the said C. D. his, &c. shall and will at all times, during this term, and according to the Laws in that case provided make, maintain and keep, and sufficiently fence and inclose all the Woods, Groves and Copices before demised

mised, and every part thereof, and the Springs, Hedges, Mounds and Fences thereof. And the same being at or after every fellet or cutting thereof, or of any part thereof, once fenced and and inclosed at the costs and charges of the said C. D. his, &c. the same Woods, Underwoods and Springs with their Shoots, and every of them shall and will during this present term, save, defend, and keep from any voluntary waste, spoil or destruction of or by any person or persons, or any kind of Cattel whatsoever. Nevertheless it is agreed, that it shall and may be lawful to and for the said C. D. his, &c. to have and take the feeding and herbage of such Woods, Underwoods, and Copices, with such Cattel only, and only at such convenient times, and in such manner, as may be convenient, without hurting or spoiling of the Woods or Spring, growing or to be growing there, concerning which the said C. D. doth for him, &c. hereby covenant, that the Woods and Springs there growing shall not be hurt, eaten or spoiled by the voluntary or willing negligence, act or means of the said C. D. his Executors, &c.

Or thus, that the said C. D. his, &c. shall at at all times hereafter, during this Lease preserve and keep harmless from damage and hurt of Cattel, or other negligent spoil, all the Woods, Copices, and Under-woods, growing, and being in and upon the same demised premises, or any part thereof. And that no manner of Cattel at any time of the Year, saving only between the first of November, and the first day of April. And then also that no other
Cat

Cattel, but Horses and Calves only shall be put and suffered to be in the same woods, or under woods, or any of them.

Section 33.

A Covenant
not to Sell or
Assign.

That the said C. D. his, &c. or any of them shall not, nor will at any time during the said demised term give, sell, bargain, grant or alien his or their estate, lease, interest or term of, or in the demised premisses, or any part thereof, nor grant, assign, or let the said demised premisses, or any part thereof, exceeding the quantity of 20. acres, directly or indirectly for longer time then from year to year only, or charge or incumber the same or any part thereof, to any person or persons other than to the wife, child, or children of the said C. D. or to I. S. of &c. his executors or administrators, or such other person or persons, as he shall for that purpose nominate and appoint without the agreement, license and consent of the said A. B. his, &c. first had and obtained in writing under his hand and seal:

Or thus briefly, And it is also agreed between the said parties, and every of them, that the said C. D. his, &c. shall not at any time by any manner of means, demise, let assign over, and part with, any part of the said demised premisses, or the possession thereof, to any person or persons whatsoever, without license from the said A. B. his, &c. first had and obtained in writing.

That the said C. D. his, &c. shall not at any time,

time, put away the said demised premisses, or any part thereof, to any person or persons, other than to the said A.B. his heirs and assigns, so that the said A. B. his heirs and assigns will pay or cause to be paid to the said C.D. his executors, &c. the sum of, &c. of lawful, &c. for such perfect and sufficient assurance in the law of the estate of the said C.D. of and in the said premisses to be conveyed, surrendered and yielded up unto the said A.B. his heirs and assigns, discharged of all manner of Titles, Charges and Incumbrances whatsoever, as shall be devised or advised by the said A. B. his, &c. or his, or their counsel learned in the law.

That the Lessee shall alien to none but to the Lessor him self.

Or thus, That if in case the said C. D. shall at any time hereafter, alien, give or grant over his whole interest, and term, which he hath then or shall have, of and in the premisses by virtue of these presents; That then the said C.D. his, &c. shall from thenceforth yearly during so many years of the said Term as shall be then to come, pay and deliver, or cause to be delivered unto the said A. B. his, &c. at the Feast of, &c. yearly twelve gallons, of Wine, Sack, good and perfect, or else forty shillings of good, &c. at the election of the said A. B. his, &c. over and above the said yearly Rent of 20. l.

That the Lessee shall pay Wine yearly if he alien.

Or thus, And that the said C.D. his, &c. shall and will content and pay unto the said A.B. his, &c. owners and possessors of the said Mannor of W. at all times, and from time to time during this present Lease, at every alienation, assignment, grant or exchange, hereafter to be made during the said Term by the said C. D. his, &c.

That the Lessee shall pay money upon every alienation or death.

or any of them of the said estate or term of years, or of any part thereof, or of, or in the premises, or any part thereof; and all and every other lawful departing, by any other means, from the possession of the said premises, or any part thereof two shillings of, &c. for every acre in the name of a Fine, and so after that rate for every part and parcel of the same to be alienated, exchanged, or departed lawfully withal by the said C.D. his, &c. or any of them at any time hereafter, whereof they, or any of them, shall die possessed, during the said Lease, as is aforesaid; Provided that the said C.D. his, &c. or any of them may alien the premises, or any part thereof from year to year only, and not otherwise, without any fine, or sum of money to be paid for the same.

Section 34.

That the Lessee shall receive Rents, and give an account.

That the said C.D. his, &c. shall and will yearly during the said Term, do, as much as in him or them shall lie, without suit in Law, to gather, and levy all the Rents, Fines, Amearciaments, and other yearly profits, which shall happen to arise or grow due to the said A.B. his, &c. during the said term of twenty one years within, and from his Mannors of D. and S. in the County of G. And the same Rents and Profits, or by him received, shall yearly, during the said Term at every half years end justly account for, and fully pay over to the said A.B. his, &c. without any manner of fee, allowance or reward to be demanded for the gathering thereof.

That

That the said C. D. his, &c. shall permit and suffer one A. B. and his Assigns to plant and make in and upon some convenient place of the demised premisses, an Orchard with such store of Fruit-trees, as the said A. B. or his Assigns, shall think meet, and the same Orchards, and Fruit-trees, so made and planted, shall fence, preserve and keep, so much as in him shall be, from spoil and hurt of Cattel, and from all other harm and destruction.

For the Lessee to permit man to plant an Orchard.

Or thus, That the said A. B. his, &c. shall permit and suffer the said C. D. his, &c. to plant and make in and upon some convenient place of the demised premisses, one Orchard not exceeding the number of two acres of Land with such store of fruit, and other Trees, as the said C. D. or his, &c. shall think meet, and the same Orchard and Fruit-trees so made and planted shall fence, preserve and keep, so much as in him shall be, from spoil and hurt of Cattel, and from all other harm and destruction, during the said Term.

That the Lessor shall plant an Orchard.

Section. 35.

And that the said C. D. his Executors, &c. shall and will yearly give and deliver unto the said A. B. his Heirs, &c. two good and able Swine hogs well and sufficiently fatted at the costs and charges of the said C. D. his, &c. And also one Boar well and sufficiently fatted, and ready dressed at the Feast of, &c. yearly during the said Term. And also shall and will yearly, during the said term, well and sufficiently fat,

That the Lessee shall fat and deliver Cattel to the Lessor,

in and upon the premisses to and for the use of the said A. B. his, &c. one Bullock being of the age of three years to be killed yearly, and deliver the same to the said A. B. his, &c. at or in some part of the said demised premisses, and at the Feast of, &c. yearly during the said Term.

That he shall keep for him horses, and feed beasts for him.

That he shall keep for him horses, and feed beasts for him.

That he shall keep for him horses, and feed beasts for him.

To deliver half the Fish to the lessor.

And also shall and will yearly at his and their own proper costs and charges, find and give unto the said A. B. his Heirs and Assigns sufficient grass and pasture for one Gelding, Nag, or Mare, in and upon some part of the said Farm before demised, where Horses and Geldings should go and pasture in, from the first day of May unto the Feast of Saint Martin the Bishop in winter yearly, and every year during the said Term, and also shall bring give and deliver unto the said A. B. his, &c. yearly, during the said Term at the said Messuage two sufficient Wainloads of good Hay, and three tun of Sea-coal, and twenty wain-load of good hard wood. And shall also yield, pay and deliver, or cause, &c. to the said A. B. his, &c. yearly, during the said Term, sixteen quarters of wheat, and twenty quarters of Oats, good, sweet, merchantable and clean dight, and six loads of wheaten-straw, and six loads of Oaten-straw, at the Feast of, &c.

That the said C. D. his, &c. shall and will yearly every year, during the said term, deliver and render or cause to be delivered and rendred, the one half of all the Fish and Fowl as shall be from time to time taken in, or upon the said premisses by the said C. D. or by his procurement

or agreement. And that the said C. D. his, &c. shall not any time, during the said term, suffer any other, without their or some of their appointment to take Fish or Fowl, in or upon the said premisses, or any part thereof without punishment or sufficient recompence to be made for the same. And that it shall and may be lawful to and for the said A. B. his, &c. by themselves or any other to be appointed by them, to take fish or fowl upon the said premisses, or any part thereof at his or their pleasure from time to time during the said term, and the same so taken to have and enjoy without any manner of let or denial of, or by the said C. D. his, &c.

Nor to suffer others to fish and fowle there.

That the Lessee shall fish and fowl.

That the said C. D. his, &c. shall not disturb I. S. of, &c. in the quiet holding and enjoying of one Close of, &c. which of late the said I. S. did purchase of the said A. B. to him the said I. S. and his heirs for ever; but permit and suffer the said I. S. his heirs for ever hereafter quietly to hold and enjoy the same. And that the said I. S. his Executors, &c. shall have free liberty and leave at any time within forty dayes now next following, to have, take, remove, and carry away, all and every the goods and chattels of him the said I. S. which now are and be in or upon the said Messuage and Premisses, and which of right ought to come unto the said I. S. and that he the said C. D. his, &c. shall and will permit and suffer the said I. S. his, &c. so to do, and not disturb him or them therein. And that the said C. D. his, &c. shall not disturb, but shall permit and suffer I. S. of, &c.

That the Lessee shall suffer another man to enjoy a ground bought out of the farm, and to take away his goods.

That the Lessee shall suffer others to have common of as formerly.

and his, &c. Farmers of the fold course of E. to have such shack and common upon the said demised premisses with their sheep at seasonable and convenient times to be accompted from the 28 of May. to the 1 day of Octob. as heretofore they have lawfully used to have within the said Town.

Or thus, That the said I. S. shall not disturb, but suffer I. S. of, &c. quietly to enjoy, and all others tenants of the said Mannor of D. to have common of pasture for their Cattel, in all the overt and common fields hereby before demised, when and at such times as the same ought to lie fallow according to the course and usage of the place. And that the said C. D. his, &c. shall not do, cause, permit, or suffer to be done, any act or thing by which the use or course of the same Fields shall be altered or put into any other plight, now they are used.

Or thus, That the said C. D. his, &c. shall and will at all times, and from time to time during the said term permit and suffer I. S. his Heirs and Assignes, Farmers of the fold Course of E. to have such shack upon the demised premisses; with their sheep, at seasonable and convenient times, to be accounted from Mich. to the Annuntiation of the Virgin Mary, as heretofore they have lawfully used within the place and Parish of W.

That the Les-
sor may cut
and take tim-
ber,

That it shall and may be lawful for the said A. B. his, &c. servants and work-folks at all times convenient to enter, come and go into, and from any of the grounds or closes before demised, for the felling, making and carrying away of all such

such wood and timber, as the said A. B. his, &c. and servants shall from time to time, fell and make, during the said term, without let or interruption of the said C. D. his, &c.

Or thus, And that it shall be lawful to and for Another, the said A. B. his, &c. his and their workmen and servants, during the said term, at all times convenient and fit, to fell, take, carry away, all, or any of the Woods, or Under-woods, or Trees before excepted of any part of the premisses, with Carts, Ploughs and Carriages whatsoever as to them, or to any of them, shall seem best or fittest, without spoil or hurt, or with as little spoil, or hurt, as conveniently may be by any means to the Corn, Grass, Meadows or Hedges thereof.

The next sort of Covenants may be, or not be in Deeds of Conveyances of Lands, or they may be in Articles of Covenants onely.

Section. 36.

To pay Money.

That the said A. B. his, &c. shall and will pay unto the said C. D. his, &c. the sum of forty pounds of lawful *English* Money, at and upon the first day of, &c. now next coming, at or in the now dwelling house of the said C. D. in, &c.

Or thus, That the said A. B. &c. shall and will content and pay, or cause to be paid unto the said C. D. his, &c. forty pound of, &c. with-

in six months next after the full age of G. and H. sonsof H. or of either of them, if they or either of them shall so long live, or else within one year next after the natural death of the Survivor of them the said G. and H. if both the said G. and H. shall die before either of them shall come to, and be of his full age.

Or thus, Shall at or before the twentieth day of *May* next coming, &c. pay, &c. and at or in the dwelling house of the said C. D. between the hours of, &c. of the same day.

Or thus, At, in and upon such Feast-day, and to such person and persons, as the said C. D. by his writing sealed, shall name or appoint to receive the same.

Or thus, The sum of forty pound in manner following (*viz.*) on the Feast of, &c. five pound, and on the first day of *May*, then next following five pound, and so forth from year to year, and half year to half year, on every Feast of, &c. and on every first day of *May*, next and immediately ensuing one after another five pound, until the said sum of forty pound be paid; and all the said payments at the dwelling-house, &c.

Or thus, Shall pay, &c. upon the Feast-day of, &c. which shall be in the year of our Lord 1658.

Or thus, Shall pay, &c. within a month after the said C. D. shall come to the age of fourteen years, and agree to a marriage between him and E. L.

Or thus, To pay, &c. at such time, and such

such place, and when the said A. B. or such person as he shall name, shall be made sure of one Messuage, &c. to him and his heirs for ever.

Or thus, That if the said A. B. shall die before the said G. and H. or either of them shall come, and be of his said full age, the said G. or H. then surviving the said A. B. that then the said C. D. his, &c. shall content and pay to the said A. B. his, &c. the sum of forty pound of, &c. within one year next after such decease of the said A. B. &c.

Or thus, That the said A. B. his, &c. shall pay unto the said C. D. his, &c. the sum of, &c. in manner and form following (that is to say) twenty Marks by the year, yearly by the space of two years, next ensuing, at the two most usual Terms in the year, and twenty Nobles a year for the next two years, immediately following the said last two years, at the two usual Terms aforesaid.

Or thus, That the said A. B. shall within one Moneth next after any Lands shall descend, remain, or come to him from M. B. his Uncle by right of inheritance to him and his heirs for ever, pay, &c.

Or thus, That the said A. B. his, &c. if in case the said E. D. wife of the said C. D. do fortune to dy before the said C. D. and after the solemnization of the said Marriage, that then and from thenceforth the said A. B. shall pay yearly to the said E. D. or her assigns, at the Church of Dale, the yearly rent of forty pound of, &c. for and during the life of the said E. D. at the Feasts

Feasts of, &c. by even portions, the first payment thereof to begin at either of the said Feasts which shall next ensue the day of the death of the said E.D.

To pay money at divers dayes.

Or thus, That the said A.B. his, &c. do and shall well and truly pay, or cause to be paid unto the said C.D. his, &c. at or within the Messuage or Mansion-house, commonly called B. the place where M. A. Widow, now dwelleth, situate and being in Saint *Martins le Grand*, within the City of, &c. the sum of ten pound of, &c. in manner and form following; That is to say, on the tenth day of *November* next coming after the date above-written, at, &c. between the hours of eight of the Clock in the Forenoon of the same day, and five of the Clock in the Afternoon of the same day, five pound of, &c. and on the tenth day of *February* then next following at the place aforesaid, and between the hours aforesaid, other five pound.

To pay money at ones return from beyond Sea.

Or thus, That whereas C.D. is now minded to travel personally to the City or Town of I. in the Province or Countrey sometime called I. or to the place where the said City or Town sometime was situated and stood. That the said A.B. his, &c. or some of them, shall well and truly content, &c. unto the abovesaid C.D. his, &c. the sum, &c. of, &c. within, &c. next after, and ensuing the day of the return of the said C. D. into the Realm of *England* from the said place, and have lawfully proved, declared or published, unto the said A.B. his, &c. by certificate or testimonial under the Seal of the said City or Town of I. or of the next City, Town or Place, hav-

having a Common Seal, unto the place where the said City or Town of I. was scituate and stood or under the Seal of the state of the City of *Venice* in *Italy*, or by other sufficient or true proofs, that the said C.D. hath been personally at the said City or Town of I. or at the place where the same Town or City sometime was scituate and builded.

Or thus, That where the said C.D. hath bargained and sold unto the said A.B. one Gold ring, for the sum of three pound of, &c. the said A.E. doth covenant, &c. that the said A.B. &c. do and shall well and truly pay, &c. unto the said C.D. his, &c. the said three pound in manner and form following, *viz.* at, and upon the day of the coming or arrival of the said C.D. into J. from the said City of R. or within ten dayes next after the said arrival, or at, and upon the day of the celebration of the marriage of the said C.D. or at, or upon the day of the decease of the said C.D. *viz.* at the first of the said days or terms, which shall next happen to come to pass.

To pay money
at ones return
from beyond
Sea or marriage
day, &c.

Or thus, That the said G.H. shall well and truly pay, &c. or cause, &c. to E.D. daughter to the said C.D. or her, &c. twenty shillings yearly, and every year at the feast of, &c. until the day of the marriage of the said E.D. the first payment thereof to begin at the feast of E. &c. And also shall truly content and pay, &c. to the said E.D. or her, &c. forty pound of, &c. at, &c. upon the day of the marriage of the said E.D. And if it shall fortune the said E.D. to depart this world before she shall be married, then

To pay money to children at their dayes of marriage.

then the said G. H. his, &c. or one of them shall truly content and pay, &c. to the said C. D. his, &c. the said sum of forty pound within one month next after the decease of the said E. D.

To pay portions.

Or thus, That the said C. D. his, &c. shall and will pay and deliver, or, &c. to the said W. E. M. and A. natural children of the said N. late of R. their late father deceased their several filial portions or child's parts of the goods and chattels of their said late father, according to their said fathers last will or inventory thereof. And if it fortune any of the said children to die before they come to a lawful age, or be married as is aforesaid, That then the said C. D. do and shall content and pay the portion, and other such right of him, her or them so dying, to whom the law shall appoint the same to be paid, and which of right ought to have the same.

Or thus, Whereas I. S. did by his last will give to L. M. and N. O. the late children of, &c. and did appoint his Executor to pay in the same to S. T. to be by him employed for, and paid to the said children when they come to their said ages respectively, and the said Executor hath paid in the same money to the said S. T. to the use of the said Children.

To employ portions for children.

That the said S. T. shall well and faithfully employ the same money for benefit of the said children, and shall and will also well and truly pay or cause to be paid unto the said L. M. and N. O. respectively their several sums at their several and respective ages of 21 years without fraud according to the true meaning of the said will.

Or

Or thus, Shall and will pay to the said C. D. his, &c. the sum of, &c. in manner and form following (*viz.*) twenty marks by the year yearly, by the space of five years next ensuing at two terms in the year, to be nominated and appointed by the said C. D. his, &c. and ten pound the next year immediately following the said five years, at two terms as aforesaid. And for the better and further assuring thereof, shall and will charge all and singular his Lands and Tenements which he hath in the said County of G. and for that purpose shall and will do all and every act and thing from time to time as shall be advised and required by the said C. D. or his Counsel learned in the Law, at the proper costs and charges in Law of the said C. D. his, &c.

To pay money
and charge
land to do it:

That where the said A. B. hath sold and assured to the said C. D. his Heirs and Assigns one messuage, &c. now in Lease to G. N. Gent. for the term of ten years, from the twentieth of *May* next, that the said A. B. his, &c. shall pay to the said C. D. his, &c. at the dwelling house of, &c. every year during the said ten years after the Feast of, &c. the sum of forty shillings of, &c. the first payment thereof to begin at the Feast of Saint *Michael*, &c. which shall be, &c. and not before.

To pay a yearly
Rent for a
time, till land
sold come in
hand.

That the said A. B. his, &c. shall well and truly deliver and pay, or cause to be delivered and paid unto T. D. son of the said D. D. the sum of, &c. within one month next after the said T. D. shall come to his full age of twenty one years. And also carefully and honestly according to his calling and degree keep,

To pay money
to a child
when he
comes to age
the mean
while to keep
it.

educate

ducate and bring up the said T. D. during his nonage, with necessary and convenient meat, drink, lodging, learning and apparel. And if the said T. D. shall happen to die before he shall come to his said Age of twenty one years, that then the said A. B. his, &c. shall within one year next after the decease of the said T. D. pay or cause to be paid to the Executors or Administrators of the said T. D. to the use of the children of the said T. D. that shall be then living, the sum of, &c. to be equally divided and distributed amongst them.

To deliver
and lend mo-
ney.

That the said A. B. shall and will on the tenth day of, &c. next ensuing the date hereof, deliver and lend unto the said C. D. at or in the, &c. the full sum of, &c. upon the single Bond of the said C. D. until the nine and twentieth day of, &c. then next ensuing, without loan, interest or other consideration to be had for the same.

To pay mony
or give new
Security for it.

That the said A. B. his, &c. or any of them, shall and will well and truly pay, &c. unto the said C. D. his, &c. the sum of, &c. at, &c. on, &c. and then also do and shall procure, and cause one other sufficient surety to become bound with him the said A. B. his, &c. unto the said C. D. his, &c. by their obligation in due form, to be made in the penalty of, &c. for the true payment of, &c. more of lawful, &c. upon the, &c. then next following, and which shall be in the year of &c.

Another.

That the said A. B. his, &c. shall well and truly pay, &c. unto the, &c. at or in the, &c. and these also shall on the said, &c. day of, &c.
next

next at the place aforesaid become bound with good and sufficient sureties to the liking of the said, &c. her, &c. by their obligation in due form of law to be made and delivered unto the said, &c. her, &c. in the sum of, &c. unto the said, &c. her, &c. in, &c. next, &c. at or in the, &c.

That where the said W.H. and R.B. by their obligation, or writing obligatory bearing date, &c. are and stand jointly and severally bounden unto the said C.D. in the sum of, &c. That if the said W.H. and R.B. their Executors, Administrators and Assigns, shall make default in payment of the said sum of, &c. the said, &c. in which the same ought to be as aforesaid. That then the said, A.B. his, &c. or some or one of them shall and will within four daies next, and immediately ensuing the said, &c. well and truly pay or cause to be paid unto the said C.D. his, &c. the sum of, &c. or so much thereof as shall be unpaid in, or upon the said, &c. at, or in, &c. without fraud or coven.

To pay within four dayes if the parties bound do not pay it.

That the said A.B. his, &c. shall or will well and truly content and pay or cause to be paid unto the said C.D. his, &c. during the, natural life of the said C. the sum of, &c. at two Terms of the year; that is to say, at &c. or within twelve days next after every of the said Feasts, by even portions without fraud or coven.

To pay money yearly, during the life of the obligee.

Section

Section 37.

*To deliver things.***To deliver
goods.**

And the said A.B. doth for him his, &c. hereby covenant, &c. to and with the said C.D. his, &c. That he the said C.D. [or that E.F. another as the case is] shall well and truly deliver, or cause to be delivered, at, or in the Boothal in *Gloucester* on this side the Feast of, &c. or within four daies next ensuing after the said Feast, forty stone of good merchantable, and perfect fleece-wool without tar or locks, being well clean and sufficiently washed, and perfectly dyed. Or thus, the number and quantity of fifty tod of wool good and merchantable without any manner of refuse whatsoever, of the growth of the County of N. of the like goodness and fineness, as any one man shall have of this years growth, and grown within five miles of C. at, or within the house of, &c. between the fourteenth day of, &c. next ensuing, frank and free without any thing thereof to be given or paid by the said C.D. his, &c.

Faggots.

Or thus, shall well and truly deliver, or cause to be delivered one thousand Faggots of Wood, of Oak, Ash or Elm of able good-stuff, after the Rate of ten hundred to the thousand, and sixscore four Faggots to every hundred, every Faggot to contain in length four foot and a half at the least, and one yard within the band, and to be well made, and well and sufficiently filled and bound

bound, at or on this side, &c. at the mansion house, &c.

Or thus, That at his or their proper costs and charges before the tenth day of, &c. fell, or cause to be felled hard by the ground in barking time, all those ten Oaks, late the Oakes of the said A. B. and sold to the said C. D. and now standing and growing in a Close of the said A. B. in little D. in the said County of G. and already marked to be felled down. And shall pill the bark of them to the most advantage of the said C. D. his, &c. And shall make and cause to be made all the tops of the said Ten Oaks into good and sufficient Faggot-wood, called half hundred wood, and other Blocks meet for the Fire. And shall also at his or their like proper costs and charges before the said tenth day, &c. deliver or cause, &c. to the said C. D. his, &c. at the Mansion house of, &c. within the City of G. as well all the bodies of the said ten Oaks and every of them with the bark from them to be pilled, as also all and singular the said Faggot-wood, called half-hundred wood, and other Blocks, coming and arising of the tops of the said ten Oaks, and every of them.

Or thus, That where the said A. B. hath sold unto the said C. D. one thousand Cod-fish, commonly called Island Cod-fish, well salted and dryed to be chosen out of the Fish that shall be brought from *Iseland* in any of the three ships of the said A. B. which be called by any of these names, viz. &c. to be cast out of the use and order in that case used, that is to say, all skin, &c.

N

and

Trees and
Wood.

Fish.

and a hundred of that worst Cod-fishes to be cast out of the thousand, over and besides the thousand remaining. That the said A. B. his, &c. at or on this side, &c. and at a certain place called L. shall well and truly deliver, or cause, &c. to the said C. D. his, &c. one thousand Cod-fish of good stufte and merchantable, well and sufficiently salted and dried to be chosen out of any of the] aforefaid Fish, or out of the said three Ships by the said C. D. his, and to be cast out after the order aforefaid, as is commonly used amongst Fishermen or Mariners, and according to the true meaning of the said bargain.

Or thus, That where the said A. B. his, &c. hath sold to the said C. D. one Last of *Salmon*, accompting twelve Barrels for a Last, good salt, sweet and merchantable, to be truly packed in Barrels of Assise of the great Bound, for the which the said C. D. hath paid to him the said A. B. the price agreed upon. That the said A. B. his, &c. shall well and truly, without any delay, deliver, or cause to be delivered to the said C. D. his, &c. before the tenth day, &c. the said Last of *Salmon*, &c. [as in the last.]

Oyles.

Or thus, shall at any time before the Feast of, &c. deliver or cause to be delivered to the said C. D. his, &c. at or in, &c. ten Tuns of Oyl, civil, good, sweet, merchantable, full and well bound accordingly.

Lead.

Or thus, Shall well and truly deliver, or cause to be delivered to the said C. D. his, &c. upon the tenth day of, &c. ten footers of good, pure and merchandisable boole Lead of the weight

weight commonly called the Bool-weight, most commonly used within the County of G. (that is) after the rate and weight of thirty foot to the Footer, every foot to contain six stone, and every stone to contain fourteen pounds at his Bool-hill in D. in the said County of G. where commonly he useth to burn his Lead.

Or thus, Shall well and truly deliver or cause to be, &c. to the said C. D. his, &c. twenty quarters of Wheat, white and red, sweet, clean, dry, and merchantable of the best, on this side, &c. Corn.

Or thus, Ten Combs of Rye, able good stuff, merchantable, fair, clean, and by a lawful Bushel measured, and also ten Combes of Malt-like stuff, merchantable, clean, fine, and by a lawful bushel measured after the accustomed measure in the City of G. and all this before the 10. day of, &c.

Or thus, Shall deliver or cause, &c. to the said C. D. his, &c. at a certain place within the ward of C. commonly called, &c. in the County of G. twenty Chaldrons of Coals, commonly called, New-Castle or Sea-coals, well and truly measured, and as good, great and large measure, as is commonly made, and delivered at the Key in *Gloucester*, of very good able stuff, and merchantable, with the best on this side, &c. Coals.

Or thus, Shall give and deliver to the said A. B. his, &c. yearly during the said Terms at the mansion-house of the said Parsonage two sufficient Wain-load of good Hay, and three Rucks of good Coals, commonly called Sea-coal or stone-coal. Hay.

Or thus, That where the said A. B. hath sold

Wood.

and delivered to the said C. D. one thousand Bales of *Tholouse* Wood, of the Marks of four Knots every Bale, and hath promised and warranted to the said C. D. that every set of the same wood, shall make when it is set and proved four pound, &c. that every set of the same wood, when it is set and proved shall make the said warranty of four pound *Sterling*, &c. or if any set of the said wood (reckoning three hundred for a set) shall not make, when it is set and proved, the said warrant of four pound *Sterling*. That then the said A. B. shall from time to time, upon due knowledge to him made and given by the said C. D. his, &c. deliver or cause, &c. to the said C. D. his, &c. at the Bridge-foot in the City of *London*, as much *Tholouse* wood of the goodness and warranty aforesaid, after sixteen shillings *Sterling* for every such hundred weight thereof, as shall lack in any set of the aforesaid warranty of forty pound *Sterling*.

Plate lent.

Or thus, That whereas the said C. D. hath lent and delivered to the said A. B. certain parcels of Silver plate herein after mentioned, weighing two hundred twenty eight ounces and a half, *Haverdepois* weight, of the value of sixty eight pound, ten shillings of lawful *English* money, after the rate of six shillings of every ounce of the same weight (as followeth, that is to say) one Livery Can guilt, weighing forty four ounces and a half, one other drinking Can, &c. That the said A. B. his, &c. shall within ten daies next ensuing the date hereof, well and truly redeliver, or cause, &c. unto the said

saïd C.D. his, &c. in the Hall of, &c. all the same parcels of Plate in such and so good plite, manner and form in all respects as he the saïd A.B. or any other person or persons to his use, or for him, or by his appointment hath received, or shall receive the same.

That the saïd A.B. his, &c. shall deliver, or To deliver
cause, &c. to the saïd C.D. his, &c. eightscore goods, or pay
weyes of good and merchantable Bay Salt, af- money.
ter the rate of twenty one for twenty, before the
&c. or otherwise, if he or they shall not so do
then that he the saïd A.B. his, &c. shall pay to
the saïd C. D. his, &c. in consideration thereof
forty pounds of, &c.

That the saïd A.B. his, &c. shall deliver, &c.
and also shall pay, &c.

Or thus, That where the saïd C. D. hath let To pay money
offarm to the saïd A.B. three milch kine for term yearly for kine
to seven years now next coming, that the saïd A. and redeliver
B. his, &c. shall well and truly pay or cause to be them or pay
paid, &c. unto the saïd C.D. his, &c. ten shillings the worth of
of lawful, &c. every year during the saïd term, them.
for the farm of the saïd three milch kine. And al-
also in the end of the saïd term, shall deliver and
pay or cause, &c. unto the saïd C. D. his, &c.
three good and able Milch Kine, or else the
sum of, &c. for and in consideration of the saïd
three milch kine so demised at the election of the
saïd C.D. his, &c.

Or thus, That where the saïd C. D. hath let The like for
to farm and delivered into the hands and posses- sheep.
sion of the saïd A.B. forty good and sound Ewes
to have, hold, and take the whole profit thereof
from, &c. for five years, then next following,

That the said A.B. shall in lieu thereof, pay or cause, &c. to the said C. D. his, &c. twenty shillings of lawful, &c. at, &c. now next coming and so forth yearly and every year at the same Feast twenty shillings for the yearly farm of the said sheep during the said five years. And also at the same feast of, &c. at the end of the said term of five years, which will be in the year of our Lord, &c. shall deliver or cause, &c. unto the said C. D. or his, &c. forty good and sufficient Ewes, whole and sound, or else in recompence thereof ten shillings of lawful, &c. the same money or sheep to be received and taken at the election and free choice of the said C. D. his, &c.

To repay money upon dislike of a bargain.

That whereas there hath been communication between the said A. B. and the said C. D. for and concerning a farm called S. in, &c. now in the occupation of the said A. B. to be granted by the said A. to the said C. D. for the term of forty years, if in case the said C. D. shall mislike to proceed in the same, and of such misliking do give notice to the said A. before the fourteenth day of, &c. at, &c. That then the said A. B. his, &c. within twenty dayes next after such notice of misliking given, shall and will well and truly pay or cause to be paid unto the said C. D. his, &c. not only the sum of six pounds of, &c. to him the said A. B. delivered at the ensealing hereof, but also to pay and satisfy, &c. unto the said C. D. all such sums of money and other charges as the said C. D. &c. hath, or before that time shall have paid, or be at, for the sowing and manuring of the said farm or any part thereof.

Sec.

Section. 38.

To make Estates of Land or Rent, or other Assurances.

And that the said A. B. or his Heirs before the twentieth day of *May* next, &c. shall make or cause to be made such sure and lawful Estate in Fee-simple, without condition or mortgage, to the use of the said C. D. his Heirs and Assignes for ever, of and in all that messuage, &c. as is, or shall be devised or advised by the said C. D. his, &c. or by the Counsel learned of any of them. And that the same messuage, &c. at the time of the said Estate and Assurance thereof, shall be clearly exonerated and discharged of all former Bargains, &c. as in other Covenants for discharge from incumbrances. And so also for a Covenant for further assurance, which may be added if there be cause.

That the said A. B. his, &c. or one of them shall or will before the day of, &c. next ensuing, &c. at, &c. make seal and deliver, as his or their deed before sufficient witness, unto the said C. D. his, &c. at his and their own proper costs and charges, one good, sure, sufficient and lawful Lease, demise and grant to be made and ingrossed in Parchment, and that in and by all things, according to the form, effect and true meaning of a certain paper-Book already thereof made and drawn, and remaining in the custody of the said C. D. whereunto the said A. B. hath subscribed his name.

To seal a Lease
by a day ac-
cording to a
draught made.

To make a
Lease of other
land.

And that the said A. B. or his Heirs shall and will before the twentieth of *May* now next, &c. make, seal and deliver unto the said C. D. his Executors and Assigns a good and sufficient Lease by Indenture of all that messuage, &c. for the term and space of twenty one years, to begin and take effect from the feast-day of, &c. with a clause of reservation of the yearly rent of twenty shillings to be inserted in the said Indenture, the same Lease and Messuage to be then discharged of all former leases, bargains, &c. [and so for further assurance if need be.]

To make an
Assignment
of other land

That where I. B. hath by his Deed indented, dated, &c. demised, granted, and to Farm-letten unto the said A. B. all that messuage, &c. to have and to hold to him the said A. B. his, &c. [and so as it is in the Deed] as by the said Deed indented, doth more plainly appear; now the said A. B. doth for him, &c. That he the said A. B. before the twentieth of *May* next, &c. shall and will at the costs and charges of him the said C. D. his Executors or assigns by his Deed indented assure, assign and grant over to the said C. D. his, &c. the said Messuage, &c. and all his estate, right, title, and demand therein. To have and to hold to the said C. D. his, &c. during the residue of the said term of years then to come, of, in and to the same by virtue of the said Deed indented.

To grant an
Annuity.

And that he the said A. B. or his Heirs, on or before the twentieth of *May*, next coming,

coming, &c. shall and will well and duly grant and assure, or cause to be conveyed and assured unto the said C.D. his heirs and assigns by good and sufficient assurance in the Law, one yearly Rent or Annuity of twenty pound by the year, to be going and issuing out of so much lands and tenements, as now are, and then shall be, when the same assurance shall be made of the clear yearly value of forty pound by the year, over and above all charges and reprises, of which said Lands the said A.B. at the time of the said Annuity, granting and assuring shall be lawfully by good, lawful and sure interest and title, sole seised in his Demesne as of Fee, to his own use, without any condition or limitation, which may alter or determine the same; the same Annuity to be paid to the said C.D. his heirs or assigns at the Feasts of, &c. to have and to hold to the said C.D. his heirs and assigns for ever. And that the said A.B. or his heirs at the time of such Annuity granted shall have full power to grant the same Annuity, and to charge the premisses therewith. And also that he the said A.B. or his heirs at the time of granting or assurance of the said Annuity, shall and will thereby charge the said Land, with a sufficient clause of distress, that if the said Rent shall be at any time behind, when it ought to be paid, that it shall be lawful for the said C.D. his heirs and assigns, to enter into the said lands and tenements, and there to distrain, and the distress and distresses there so found, to lead, drive, bear and take away, and with them to withhold and detain until the said

**To make a
Lease,**

said Annuity, with the arrearages thereof, if any shall be fully satisfied and paid, &c.

Or thus, That he the said A. B. or his heirs shall and will before the twentieth of *May* now next, &c. by his or their sufficient Deed indented, to be made in due form of Law, demise, grant, and to Farm-let, and set, unto the said C. D. his Executors, &c. All that messuage, &c. except certain parcels thereof, in such manner and form as is herein after expressed; and in these words following, that is to say, This Indenture made, &c. So set down the whole Indenture every word.

**To make an
estate of land.**

And that the said A. B. his, &c. shall and will at all times hereafter, upon Request to him made (or shall and will before the twentieth of *May* next) do, make, knowledge, finish and execute, all and every such act and thing, conveyance and assurance in Law, for the good and perfect assurance, sure-making and conveying of all that one Messuage, &c. to the said C. D. (or to a Stranger, as the case is) his heirs and assigns; and to the use of the said A. B. his heirs and assigns for ever; or to the said C. D. and the heirs of his Body, the remainder to E. F. and his heirs for ever, or to the said C. D. and his heirs for the term of the lives of L. M. N. (or to the said C. D. for the term of his natural life (as by the said C. D. his, &c. or his or their Council learned in the Law, shall be reasonably advised and required. So as for the doing thereof, &c. as in a covenant for further assurance, &c.

Another.

Or thus, That the said A. B. his, &c. shall
and

and will at his and their proper costs and charges in the Law before the twentieth day of *May* next by Fine, Bargain and Sale or some other good and sufficient conveyance and assurance in law, well and sufficiently convey and assure unto the said C.D. and his heirs, and to the use of him, and his heirs for ever (or to a stranger, as the case is, and so for the other Estates.)

Or thus, Shall make or cause to be made a good and perfect estate in fee-simple of, and in one Close, &c. to the said C.D. and his heirs, &c. and to his and there use for ever.

Another,

Or thus, That where the said A.B. hath sold to the said C, D. all that his Copy-hold messuage, &c. parcel of the mannor of D. That the said A. B. at the next court to be held for the said Mannor, shall and will surrender, and yield up into the hands of the Lord of the said Mannor for the time being, according to the custome of the said Mannor, the said Copy-hold Messuage, &c. to the use of the said C.D. and his heirs.

For surrender
of Copy-hold
land.

Or thus, That the said A.B. and E. his wife shall at the next Court to be holden for the Mannor, &c. L.M. Esquire, &c. at the cost in Law of the said C.D. according to the custom of the said Mannor, surrender, remise, release to the use of the said C.D. his heirs and assigns, one messuage, &c. of the said A.B. being Copy-hold of the said Mannor, and all their, and either of their estate, interest, right and title, of in, or to the same.

Another: }

That

For the making of an Obligation.

That the said A. B. his, &c. shall and will at his and their own proper costs and charges before the twentieth of *May* now next coming, be bound by writing obligatory, sufficient in Law, and sealed unto the said C. D. his, &c. in forty pound of, &c. to be paid the twentieth day of *January* next, and also before the said twentieth day of *May* deliver the same writing, as his deed, to, or to the use of the said C. D.

Another.

Or thus, That he the said A. B. with one other able, good and sufficient person with him before the twentieth day of *May* now next coming, shall and will seal, and as his Deed sufficient in the Law, deliver unto the said C. D. his, &c. one good, lawful, sufficient writing obligatory in Law, &c. [as in the last.]

To enter into a Recognizance.

That the said A. B. on this side the said Feast of, &c. shall by a certain Obligation and Recognizance of the nature of a Staple, ordained and provided for the Recovery of Debts, sufficiently recognize and acknowledge before the Chief Justice of the Court of Commonpleas at *Westminster* himself to owe unto the said C. D. his, &c. one hundred pounds of, &c. to be paid unto the said C. D. or his, &c. at the Feast of, &c. which shall be in the year, 1656.

To give new Security.

That the said A. B. and T. D. or one of them their heirs, &c. do and shall well and truly content and pay, or cause, &c. unto the said C. D. his, &c. the sum of forty pound, &c. in manner and form following, &c. And further, if at any time hereafter before the said sum of
forty

forty pound be fully paid, as is aforesaid, it shall happen the said A. B. and T. D. or either of them to die, then the Survivor of the said A. B. and T. D. together with one good, able, sufficient person or surety shall instead of him that shall so depart within three months next after the death of him that shall so depart, become and stand bound unto the said C. D. his, &c. by another good and sufficient writing Obligatory, for the payment of the said forty pound, or so much thereof, as shall then be and remain unpaid, in such manner and form, to all intents and purposes, as are contained in this present Covenant (the said C. D. his, &c. upon the sealing and delivery of the said new writing Obligatory, delivering out the old Obligation then remaining to be cancelled.

That the said A. B. shall before the Feast of N. Another.
next coming after the date hereof, cause E. F. to be bound by his writing Obligatory sufficient in the Law, and duly executed unto the said C. D. in forty pound of, &c. to be paid the tenth of, &c. And also before the said Feast, cause the said E. F. to deliver the same obligation for his Deed unto I. K. of H. to the said C. D.

And whereas the said A. B. together with L. To give new
M. and N. O. do by their writing Obligatory, Security.
dated, &c. stand bound to the said C. D. in forty pound, with condition for the payment of twenty pound to him, his, &c. upon the first day of May next, the said A. B. doth covenant, &c. That in case the said A. B. L. M. and N. O.

Or

or any one of them shall happen to die before the said twentieth day of *May*, that then and so often the Survivor of them shall within one month next after reasonable request to them, or either of them made, become newly bound, joyntly and severally, together with one or more able person or persons, as together with the same Survivor or Survivors shall make up the number of three, to the said C. D. by one Obligation in like sum of forty pound, with condition according to the form and condition, above-mentioned. So that upon the sealing and delivery of such new Obligation, the Obligation formerly delivered shall be ready to be delivered up to be cancelled.

Section 39.

To save harmless.

From a trust
and to procure
a Release.

And that the said A. B. his, &c. shall and will not only discharge, defend and save harmless the said C. D. his, &c. as well against M. I. E. and A. the Daughters of the said A. B. for whom the said C. D. hath been trusted by L. M. deceased, with marriage portions given to them by the said L. M. and by him the said C. D. thence paid to them for their benefit, as well against the said M. I. E. and A. and every such person as now hath married, or hereafter shall marry any of them, their and every of their executors, &c. as also against Sir V. B. Knight, and the Executors of H. L. deceased, and other the Feoffees of I. S. deceased of and from all suits and demands

mands and all charges thereby to be sustained, which shall be prosecuted against the said C.D. for and concerning the having and receiving of the said marriage-portions, or any part thereof, but also shall procure to be sealed and delivered to the said C.D. within one year next ensuing the date hereof, a lawful and sufficient general acquittance from all and every such person and persons as lawfully can, could or might claim, ask or demand any part or parcel of the said marriage portions, by the said C. D. as is aforesaid received and paid.

Or thus, That the said A. B. his, &c. shall acquit, discharge and for ever save harmless from time to time the said C.D. and I. his wife, and either of them, and the executors and administrators of either of them against the said E.F. and G.H. and either of them. of, for, and concerning all and singular Legacies, Gifts, and Bequests which I.S. their Father did by his last will Will and Testament, give and bequeath to the said E.F. and G. H. and either of them.

For a co-executor against Creditors and Legatees.

That whereas the said A.B. hath sold to C.D. all that messuage, &c. as by deed indented between them made, dated the, &c. appeareth, the said A.B. doth for him, his, &c. Covenant that he the said A.B. his, &c. shall and will from henceforth from time to time, acquit, discharge, or save harmless, as well the said Messuage, &c. as also the said C.D. his, &c. against I. S. the late wife of W. S. deceased, and against all other person and persons whatsoever of, and for the Dower, Title, Estate and Interest

For land to save it from suits, &c.

rest of Dower, which the said I. S. hath, may have, or is, or may be intituled to, or ought to have, of, in and to the said Messuage, &c. or any part thereof, or which any or either of them, may have or claim in or to the said Messuage, by any other Title, Right or Pretence whatsoever (except the Jointure or Dower, or Title of Jointure or Dower, of L M now wife of K M and except all Leases for years and lives, &c. And except all such ancient Estates, tail, as have been heretofore made of the said Messuage, &c. or of any part thereof by any Ancestor of the said A. B. And except all such antient ways and commons of pasture, Estovers, Quarry or Turbary, as have, time out of Mind, been rightly had and used, in or through the same, or any part thereof, if any such be. And except the chief rents and services, and other rents of antient time due and accustomed to be paid, and hereafter to become due or payable out of, or for the premisses, or any part thereof. And except the yearly Rents, Customs, and Services, which hereafter shall be due or going out of the premisses, or any part thereof to the Kings Majesty, or to the Lord or Lords of the Fee or Fees. And except all Leases and Grants by copy of Court roll of the same Mannor, made or to be made, whereupon the accustomed rents be, or shall be reserved.

To perform a
will and save
harmless.

And the said A. B. for him, &c. doth covenant with C. D. his, &c. That where the said C. D. hath authorized the said A. B. to fulfil the testament and last will of E. D. sometime father to the said C. D. in stead of the said K. D. who is
Executor

Executor of the last will of the said K. D. and hath assigned all his right of Executorship to the said A. B. That the said A. B. his, &c. shall and will perform the said testament and last will of the said K. D. deceased, and also do acquit, discharge and save harmless the said C. D. his, &c. at all times hereafter against all and every person and persons whatsoever, of, for and concerning all actions, suits, demands, legacies, hereafter to be brought against the said C. D. by reason of the said testament and last will of, &c.

Or thus, That the said A. B. his, &c. shall Another. and will at all times hereafter sufficiently acquit, discharge, or upon knowledge given save harmless the said C. D. his, &c. of and from all manner of actions, suits and demands whatsoever it be by reason of the said last will and testament, or by colour or cause of any Administration, meddling or dealing, of or with the goods, chattels, or other things of the said K. D. or by reason of any action or suit to be had or prosecuted against the said Executor for any matter whatsoever, touching or concerning the said will or Executorship. Or otherwise within one moneth next after notice given to the said A. B. his, &c. of any trouble or suit hereafter happening to the said C. D. his, &c. by occasion of the said Executorship, shall recompence and allow him such charges as he shall fortune or necessarily be occasioned to sustain by reason of the said suits or suit.

That the said C. D. at the request and instant desire, and for the debt of the said A. B. together with him and one I. G. by one recogni-
To save one harmless from a recognizance,
zance

zance of the date above written, knowledged in the Kings Majesties high-court of Chancery, standeth bound unto A.W. in one hundred pounds, with a condition for the payment of fifty pound of, &c. upon the last day of *June* next ensuing the date above written, if the said A.W. and A. her daughter, or either of them shall be then living, at the now dwelling house of R.B. Notary at the Royal *Exchange* in *London*, as by the said recognizance more at large may appear. If therefore the said A. B. his, &c. do content, &c. to the said A. W. or A. their, &c. the said sum of fifty pound, &c. upon the said last day of *June* next ensuing at the place aforesaid if the said A.W. or A. or either of them shall be then living in full discharge of the said recited recognizance.

To save harmless from an obligation.

Or thus, That where the said C.D. at the instant and special request of the said A.B. together with the said A. B. and for the debt of the said A. B. by a certain writing obligatory bearing date, &c. and standeth joyntly and severally bound unto I. O. of, &c. in the sum of thirty pound with condition thereupon indorsed, for the payment of two and twenty pound of, &c. at, &c. as by the same writing obligatory and the indorsement thereof more plainly appeareth, that therefore the said A.B. his, &c. shall at all times hereafter, and from time to time clearly acquit, discharge, or sufficiently save harmless the said C. D. his, &c. and every of them against the said I. O. his, &c. and every of them, of, for and concerning the said

saïd writing obligatory, and the condition thereof, and every sum and sums of money in the same writing obligatory, and the indorsement thereof contained, and also that the saïd A. B. his, &c. or one of them shall within ten days next ensuing after the saïd feast of, &c. deliver or cause to be delivered unto the hands of the saïd C. D. his, &c. the saïd writing obligatory, cancelled, or else some lawful and sufficient acquittance, or other discharge of and concerning the same.

Or thus briefly, [That whereas the saïd C. D. as in the last] That the saïd A. B. his Heirs Executors or Administrators shall and will well and truly pay or cause to be paid to the saïd I. O. his Executors or Administrators the saïd sum of two and twenty pounds of lawful, &c. on the day and at the place before recited for the payment thereof, according to the purport of the same obligation, and thereby shall and will discharge the saïd obligation.

That whereas there is a controversie or question between the saïd A. B. and one L. M. of, &c. touching their severall rights or interest to the now dwelling house of the saïd A. B. wherein the saïd C. D. dwelleth, and other tenements situate near, &c. And whereas upon a full perswasion that the right and rent of and in the saïd house, doth belong to the saïd A. B. and the saïd C. D. is contented to pay the rent of his saïd house, being the sum of, &c. unto the saïd A. B. his, &c. That therefore the saïd A. B. his, &c. will and shall at all times hereafter,

To save one harmless that doth pay a Rent in question,

and from time to time upon request to him or them to be made, or notice left in writing at, or in the now dwelling house, &c. clearly acquit, exonerate and discharge, or otherwise sufficiently save and keep harmless the said C.D. his Executors and Administrators, and every of them, and all his and their goods and chattels, and every part and parcel thereof against all persons whatsoever, of, for, from, touching and concerning all, and all manner of actions, suits, quarrels, costs, demands, troubles and incumbrances whatsoever, which shall or may, happen, arise, come, grow, or be unto the said C.D. his Executors and Administrators, &c. for and by reason or means of the payment of the said rent, or any part thereof unto the said A.B. his Executors and administrators, &c.

That upon receipt of money he shall give an acquittance.

That the said C.D. his, &c. shall and will yearly upon every year hereafter upon request or after the receipt of the said yearly sum of, &c. as shall be paid according to the true meaning hereof make, seal, and as his deed or deeds in the law, deliver unto, or to the use of the said A.B. his, &c. one writing or acquittance, purporting the receipt of every such yearly sum of, &c. as shall be paid as aforesaid, whensoever the sum shall be paid.

That the said A.B. shall and will on this side, and before the day of, &c. next coming after the date hereof, by his Deed or Deeds in Writing, remise, release and quit, all and all manner of actions, suits, quarrels, debts, debates, reckonings,

konings sum and sums of money, promises, condemnations, Judgements, Executions, trespasses and demands whatsoever, which at any time before the said date, the said A. B. hath or had, or might, should or ought to have or claim against the said C. D. his, &c. for or by reason of any matter, cause or thing whatsoever, from the beginning of the World, until the day of the date, and the said Deed or Deeds do on the tenth of, &c. deliver or cause to be delivered unto the said C. D. his, &c. at, &c.

Section 40.

About Marriages.

That where there is a marriage to be had between the said A. B. and E. D. the daughter of the said C. D. If after the same marriage had the said E. shall happen to die, leaving the said A. without issue of her body, lawfully begotten, during the said coverture, that then the said A. B. his, &c. shall pay or cause, &c. within six months next after the decease of the said E. so dying without issue of her body, unto such person or persons as the said E. in her life time shall limit and nominate either by word of mouth or writing, such sums of mony, not exceeding the sum of, &c. as she the said E. shall will, or bequeath the same by word of mouth, or otherwise in her life time.

That the said A. B. his, &c. shall well and truly deliver and pay, or cause, &c. unto E. K. one

of the Sons of the said M. K. within one month next after that the said E. K. shall attain and come to his full age of twenty one years, and also carefully, according to his degree, educate and bring up the said E. K. during his nonage, with necessary and convenient meat, drink, learning and apparel. And if it happen the said E. K. to die before he come to his age of twenty one years then that the said A. B. his, &c. shall and will within one year next after his death, pay to the said C. D. his, &c. to the use of the other children of the said M. K. which shall be then living, the said sum of, &c. to be equally divided amongst them.

To allow a
Chamber only

That the said A. B. his, &c. shall within one year next after the said Marriage solemnized, provide and set forth such a convenient house at D. &c. for the said C. D. and E. D. his wife, with their children and family to dwell in, during the life of the said A. B. as shall be meet for their estate and degree, Or as shall be thought to be meet and convenient for their estate and degree. And if it happen that the said C. D. to die during the natural life of the said A. B. that then he the said A. B. shall and will permit and suffer the said E. D. the wife of the said C. D. to have and enjoy to her own use and benefit one convenient Chamber in the now dwelling house of the said A. B. during the life of the said A. if she shall continue so long.

That the said A. B. his Executors or Administrators shall and will during the said term
of

of four years, or during the life time of the said A. B. (as the case is) at his and their own proper costs and charges find, give and provide, or cause to be found, provided, and given unto the said C. D. and E. his Wife, and the children they shall happen to have between them within the said time sufficient meat, drink, lodging, and all other things necessary for any or either of them with the said A. B. and in his dwelling house, or elsewhere as to the said A. B. his Executors, &c. shall seem most meet and convenient, if the said C. D. and E. his Wife, will thereunto consent and agree.

Or thus, That the said A. B. shall and will at all times, and from time to time during five years now next coming after the said marriage, if the said A. B. and C. D. and E. his Wife, or either of them the said C. D. or E. together with the said A. B. shall so long live, at his own proper costs and charges, find, give and provide, and cause to be found, given and provided unto and for the said C. D. and E. his Wife, and the children begotten between them, Meet, Drink and Lodging sufficient, fit, and convenient, and keeping of two Geldings or other Horse-Beasts of the said C. D. or E. or either of them, if they the said C. D. and E. his wife shall and will accept thereof and live and continue in the house with the said A. B.

That the said A. B. his, &c. shall and will during four years now next following, at his and their

their own costs and charges conveniently place and provide for N. D. the eldest Son of the said C. D. at some good School or other convenient place, where the said N. D. may be taught, educated and brought up in virtue and learning, if he the said N. D. will thereunto sufficiently endeavour himself, consent and agree.

That the rent
shall cease so
ong.

Provided nevertheless, and it is conditioned by and between the said parties to these presents, and every of them, that for and during all such and so long time, as the said A. B. shall find and provide to and for the said C. D. and E. his Wife, and their children, such meat, drink, lodging, and keeping of two Geldings, or other Horse-Beasts as is aforesaid, and that the said C. D. and E. his Wife, shall and do accept thereof, and live in the house with the said A. B. that the said yearly Rent and *nomine pæne*, hereby granted, shall cease and not be paid, nor the said A. B. or the premises, or any prart thereof, be charged or chargeable therewith.

To keep horses, Cows, find meat, drink, house-room, or else pay money.

And that the said A. B. shall well and sufficiently pasture and feed in some of the Meadow and pasture grounds of the said A. B. (before charged with the said yearly rent) to and for the said C. D. and E. his Wife, one milch Cow, and two Calfs yearly, during the natural lives of the said C. D. and E. together.

That the said A. B. shall find and provide, &c. sufficient meat, drink, lodging, and all other things necessary for the said C. D. and E. his wife and their children, they shall have between

tween them at and in such place and places, as to the said A.B. shall seem most meet and convenient, if the said C.D. and E. his wife, will thereunto agree and consent.

Or thus, That he the said A.B. or his assigns, shall and will at his and their own proper costs and charges, give, find, and allow to and for the said C.D. and E. his wife, and to one man Servant, and to one woman Servant, to attend upon them, and to and for all such children as shall be had and begotten between them during five years next after the date hereof, if the said E. shall so long live, sufficient, necessary, and convenient house-room, meat, drink and lodging, at or in the now dwelling house of him the said A.B. or elsewhere, where the said C.D. and E. shall dwell as he the said A.B. shall provide for himself, or his family. And that the said A.B. shall likewise during the said five years, if either the coverture between the said C.D. and E. shall so long continue, or the said E. surviving the said C.D. do keep her self so long a Widow, give, find and allow to them the said C.D. and to the said E. surviving, the said such convenient Stable-room, hay, Provender, straw, and grafs for two Geldings, Horses, or Mares of the said C.D. or E. him surviving, and in such place and manner as the riding Horses, Geldings and Mares of the said A.B. shall have Stable-room, hay, straw, provender, and grafs, during the said time. Or if either the said A.B. shall dislike or refuse to yield and allow to and for the said C.D. and E. or either of them, their said children, servants
and

and horses such allowance, as is aforesaid. Or if the said C. D. and E. his wife, or the said E. surviving the said C. D. shall dislike or refuse to accept or take such allowance, as is aforesaid, that then the said A. B. every year of the said five years in which he shall not yield to them such allowance, as is aforesaid, if the said A. B. so long live, shall for the same pay, or cause to be paid to the said C. D. and E. his wife, during the coverture, and to the said E. D. surviving and keeping her self a Widow, forty pounds of, &c. at the now dwelling house of, &c. at the feasts of, &c. by even portions.

Or thus, That the said A. B. &c. shall, &c. during their natural lives, find and provide, good, sufficient and competent house-room for their dwelling and abiding, and also sufficient and competent lodging and wholesome sustenance, meat, drink, apparel, and all other things, meet and requisite to and for the sustentation, keeping and living of the said C. D. and E. his wife, during their natural lives.

To bestow a
part of the
marriage por-
tion for them,

And that the said A. B. shall within two years next after such time as he hath received the said four hundred pound (being for the marriage-portion of the said E.) lay out and bestow two hundred pound of lawful, &c. in the purchase of Lands and Tenements to the use of the said C. D. for his life, without impeachment of waste, and after his decease, the one moyety thereof to the use of the said A. B. and his heirs, and the other moyety thereof

thereof to the use of the said E.D. and her heirs for ever.

That if it fortune the said E.D. to dy without issue of her body lawfully begotten by the said C.D. that then the said C.D. his executors or administrators shall within three years next after the death of the said E.D. so dying without issue of her body, well and truly repay unto the said A.B. his executors, &c. the sum of one hundred pound of lawful, &c. at or in the now dwelling house, &c.

To repay part of the marriage portion if, &c.

That all the said Messuage, &c. out of which the said Rent is to issue, and all such other lands, tenements, and hereditaments, whereof the said A.B. is now seised in possession or reversion of any estate of inheritance, which to the said A.B. descended or came in possession, reversion or use from any of the Ancestours of the said A.B. immediately from and after the death of the said A.B. shall come and descend to the said C.D. in possession or reversion of such estate of inheritance, as the said A.B. hath therein, the same being at the time of the death of the said A.B. clearly discharged and exonerated of and from all charges, &c.

That the land shall descend to issue.

Or thus, That the said A.B. shall suffer as well the said Messuage, &c. out of which the said rent is to issue, as also all other the Lands, Tenements, Hereditaments and Premisses, whereof the said A.B. is now seised of any estate of inheritance; or that the said A.B. at any time hereafter shall fortune to have by descent from any of his Ancestors, in possession, reversion, or remainder

remainder, or otherwise to descend, remain, or come in possession, reversion or remainder, to the heirs Male of the said A. B. clearly exonerated, &c.

Or thus, That the said A.B. shall and will permit and suffer, all and singular other the Lands, Tenements and Hereditaments, which he hath or hereafter shall or may have, by descent from and of any of his Ancestours, and not by these presents mentioned to be granted or conveyed, to descend, and come immediately from and after the death of the said A. B. to M. B. his son and heir, and his heirs, or to him and the heirs of his body, with the immediate reversion expectant to him the said M. B. and his heirs, notwithstanding any act or acts by him had, made, done or suffered, or to be done to the contrary (other than for Leases or Estates made, or to be made of any part thereof, for three lives, or under, or for twenty one years, or for any number of years determinable, upon three lives or under.

That whereas the said A.B. hath undertaken for a sum of money to him given by the said C. D. to maintain and keep the first child, the said C. D. shall have by the said E. his wife; That the said A.B. his, &c. shall and will at all times, and from time to time during the natural life of L.D. the first child of the said C. D. maintain or keep or cause to be maintained or kept the said C.D. in his house with him, and find unto him sufficient meat, drink and all other things necessary. And of and from the main-

maintenance and keeping of the said L. D. shall from time to time discharge the said C.D. and E. his wife, and each of their executors and administrators, and also all other persons and places.

That in case it shall fortune that E. the daughter of the said A.B. and wife of the said C. D. shall happen to die in the life-time of the said C. D. having at the time of her death no issue of her body living, and that the said C. D. shall before her death have received the sum of three hundred pound, part of her portion, or assurance for the same in his own name; That then the the said C.D. shall and will permit and suffer the said E. his wife to make her last Will and Testament in writing to be made and subscribed by her in the nature of a Will in the presence of two or more Witnesses, or by any other writing to be made and subscribed in the nature of a Will, to give and bequeath, or limit and appoint to any person or persons, to whom she shall think good, any sum or sums of money (not exceeding in the whole the sum of one hundred pound) to be paid to the said person or persons at any time or times next after the end of one whole year, next after the death of the said E. at or in, &c.

That the wife shall give 100 l. by Will.

And that the said C. D. his, &c. shall pay or cause to be paid to the said person or persons, to whom the said E. shall give or appoint any such sum or sums of money to be paid as aforesaid, or to his, her, or their Executors, &c. respectively, all such sum and sums of money, not exceeding the said sum, as she the said E. shall by such Will

or

or Writing, limit and appoint as aforefaid, at fuch dayes, time and place, as ſhe ſhall by ſuch writing limit and appoint, and according to the true intent of theſe preſents, if they, or any other for them lawfully authorized, ſhall and will be then and there preſent to receive the ſame.

To make a
Jointure of
40. l. a year.

That in caſe the ſaid C.D. ſhall marry with E. B. the daughter of A.B. that then the ſaid A.B. his, &c. ſhall within one year next after the ſaid marriage ſo had, or at the day of his death, which of them ſhall firſt happen or come, ſufficiently in the Law, convey or aſſure, or cauſe to be conveyed and aſſured to the ſaid E.B. or to ſome other perſon or perſons to her uſe, Lands, Tenements, Rents or Hereditaments, out of a good, perfect, and indefeafible eſtate or eſtates in Fee-ſimple of the clear yearly value of twenty pound over and above all reſiſes, to the onely uſe of the ſaid E. and her aſſigns for the term of her natural life. And that the ſame things ſo conveyed, ſhall at the time of the ſaid conveyance made, and from time to time during the life-time of the ſaid E. ſhall continue free and clear of and from all manner of charges and Incumbrances whatſoever.

That if lands
be not of ſuch
a value he will
make it up.

A.B. doth covenant to C.D. his, &c. That if in caſe the ſaid M. the wife of the ſaid A.B. ſhall ſurvive the ſaid A.B. and be minded to let the premiſſes before limited and appointed to her for her Jointure to farm for a yearly rent, and ſhall make offer ſo to do to the Executors of the ſaid A. B. or any of them; And that they ſhall reſuſe to take the ſame to farm at the yearly
rent

rent of thirty pound, to be paid at every half year feast by equal portions: And that the said M. shall after by reason of their refusal be driven to let the same to any other for less yearly rent or farm then thirty pounds by the year, *bona fide*, and shall give knowledg to the Heirs, Executors or Administrators of the said A.B. for what rent or farm she shall have letten the same, that then the said Heirs, Executors or Administrators of the said A. B. shall and will well and truly content and pay, or cause, &c. unto the said M. at or in, &c. every year during her life, or during so long time as the said premisses shall be so letten *bona fide* under the said yearly sum of thirty pound, as much more of lawful English money as together with the rents so, which the said premisses shall be so letten, *bona fide* under the said yearly sum of thirty pounds shall amount unto the full yearly sum of thirty pounds, to be paid at such usual terms in the year, wherein the said yearly rent or farm to be reserved by the said M. B. for the same premisses after the death of the said A.B. shall be payable by equal portions without fraud or covin.

A.B. doth covenant with C.D. &c. That if the said A. B. together with the said E. B. his wife, do and shall lawfully sell and alien in Fee-simple or Fee-tail all that messuage, &c. that then the said A.B. shall either in his lifetime purchase to the said A.B. his Heirs and Assigns, other lands, tenements and hereditaments of as good right and value as the land by him sold, or the money by him had, by

That he will buy as much land as he doth sell, or leave his wife worth.

or

or upon this sad sale or alienation of the premises shall amount unto, or else do and shall leave unto her the said E. B. as executrix or by legacy or other good assurance or conveyance, as much money as shall be by him received upon such sale.

Or thus, That where a marriage is to be had between the said A. B. and E. D. daughter of the said C. D. If now it happen the said E. D. shall survive the said A. B. then that the said A. A. shall at the time of his death leave unto the said E. the sum or value of, &c. of lawful, &c. in money, goods and chattels, to be freely had, taken, used and disposed of by her the said E. her, &c. at her and their own wills and pleasures without any claim, challenge, suit, trouble or demand, of, in, or to the said sum or value of, &c. or of any part thereof thereunto to be made by the Executors, &c. of the said A. B. or by any other person or persons whatsoever.

To marry one
by a day, or
else pay a sum
of money.

A. B. doth covenant with C. D. &c. That the said A. B. do and shall at or before the, &c. of, &c. lawfully espouse, marry and take to wife one E. D. the daughter of, &c. if she the said E. will assent and agree, and the laws of the nation permit and suffer the same: But in case it shall happen the said E. D. and A. B. or either of them to die or decease before such marriage had and solemnized as aforesaid. That then the said A. B. his, &c. shall and will well and truly pay, &c. to the

the said C. D. his, &c. the sum of, &c. on, &c.
at, &c.

That whereas the said A. B. shall shortly by Gods Grace marry and take to wife E. D. late, &c. and by reason and means of the said marriage he the said A. B. shall be greatly preferred and advanced in substance and riches, in consideration whereof, if so be that the said A. B. after marriage had and solemnized between him and the said E. D. do quietly permit and suffer the said E. D. (if she fortune to decease before the said A. B.) to declare and make her will in writing, or otherwise by word of mouth, and in the same to give, will and bequeath, or otherwise to assign and dispose of at her free will and pleasure, to and amongst her kindred, friends and acquaintance, or to any of them, or to any other person or persons, as to her shall be thought meet and convenient, the sum of, &c.

That the wife shall make a will, and give Legacies.

And further if the said A. B. his, &c. upon reasonable request to him, them or any of them to be made by any such person or persons, to whom the said E. D. shall so give and bequeath any such sum or sums of money, extending no further then to the sum or value of, &c. as is aforesaid, do well and truly pay or cause to be paid, all and every the said several sum and sums of money, gifts and bequests so to be given and bequeathed by the said E. D. and in such manner as shall be by her appointed.

That the said A. B. his, &c. shall and will
P well

To pay money
yearly for a
jointure,

well and truly pay, &c. unto O. the new wife of the said C. D. for and in the name of her jointure yearly and every year for and during the term of the natural life of the said O. if she shall survive and over-live the said C. D. her husband, the yearly sum of, &c. at four most usual feasts in the year, that is to say, at &c. by even and equal portions, the first payment thereof to begin at, &c. which shall first and next happen after the death of the said C. D. if she the said O. shall be then living.

We have done with all sorts of Covenants, and are come now to the last part of the Deed, which is commonly the Letter of Atturney, if any be in the Deed.

Section. 41.

Letter of Atturney to make Livery of Seisin.

Letter of At-
turney to
make Livery
of Seisin.

And this Indenture further witnesseth, that the said A. B. hath made, ordained, constituted and authorized in his place and stead put, and by these presents doth make, ordain, authorize and appoint, and in his place and and stead put I. K. of S. in the County of G. Gentleman, and F. of M. &c. his true and lawful Attorneys, jointly and severally for him, and in his name and stead to enter into and upon the said granted premisses, or any part thereof generally, or
in

in the name of the whole, and possession and seisin in his name and stead generally, or in the name of the whole to have and take; take; and after the same possession and seisin so taken, Livery of seisin and possession thereof, for him, and in his name and stead, generally or in the name of the whole to give or deliver to the said C. D. according to the true meaning hereof, ratifying, allowing and confirming all and whatsoever the said Attorneys jointly, or either of them severally shall do, or cause to be done, in and concerning the premisses, as fully to all intents and purposes, as if he himself had done it.

As to this part of the Deed, these things are to be known.

1. That this President may serve to a Deed of Feoffment, Gift in Tayl, or a Lease for Life.

2. The Livery of Seisin that is made by a Letter of Attorney, must be a Livery in fact and not a livery in law, for a livery in law cannot be made by Attorney.

3. The livery of seisin in deed may be made by the parties themselves, or by their Deputies, or Attorneys.

But herein where it is done by Attorney, care must be taken of all these things.

1. There must be a good deed for a foundation, otherwise the Letter of Attorney, and the making of livery upon it will be nothing worth.

2. That there be a good Letter of Attorney in writing to warrant the making of Livery of

Seisin. And this may be either within the Deed of Feoffment it self, whether it be indented or spoil. And this also notwithstanding the Attorney be no party to the Deed. Or the Letter of Attorney may be made and given in another and by a single Deed of it self.

3. The Attorney must in the doing of this work, pursue the authority given him by the Deed, at least in the substance thereof. And therefore if it be given to two Attorneys jointly, one of them cannot do it, if to three Attorneys jointly and severally, it is not safe for any two of them to do it.

4. It must be done in the life time of the parties, for it cannot be done after their deaths.

5. The Attorney is to do that he doth in this work in the name of him that doth make the Letter of Attorney.

6. He must in the making of it as an Attorney do it after the same manner as the party himself is to do it, and for this see before.

7. It will be good to endorse the same upon the back of the Deed after this manner. 1. When it is done by the party himself. *Memorandum*, That the 20. of May 1655 full and peaceable possession and seisin of the Messuage and Lands within named, with the appurtenances was given and delivered by the within named C.D. in their proper persons, according to the tenour and effect of this Charter and Writing in the presents of those whose names are subscribed. 2. And if it be made by Attorneys thus; *Memorandum*, That the 20 of May 1655. full and peace-

able possession and seisin of the messuage and Lands within named, with the appurtenances was given and delivered by I. K. and B. F. the *Attorneys* of the within named A. B. to the within named C. D. by virtue of the Letter of Attorney, and according to the true meaning of the writing contained in this Deed. But this indorsement is not necessary to be made, so as the thing be done, and if need be proof may be had of it.

And now we are come to the fourth and last chapter, which hath in it some few particular Presidents, applyable to the most common cases.

C H A P. IV.

Some special Presidents for Particular Cases.

Section i.

Feoffments.

THis Indenture made, &c. between A. B. of, &c. of the one part and C. D. of, &c. of the other part, witnesseth, that the said A. B. for and in consideration of, &c. Or thus witnesseth, that for and in consideration of the sum of five pounds good English money to the said A. B. at or before the execution of these presents, unto the said C. D. well and truly paid, the receipt whereof is hereby acknowledged by the said A. B. and thereof, and of and from every part and parcel thereof He the said A. B. doth release, acquit and discharge the said C. D. his Heirs, Executors, and Assigns, by these presents, he the said A. B. hath granted, enfeoffed and confirmed; And by these presents doth, &c. unto the said C. D. All that messuage and half yard land, &c. All which premisses are lying in D. aforesaid, and were granted or mentioned to be granted

granted or mentioned to be granted by A.B. to L. M. N. O. and P. Q. for their lives fucceffively, according to the Cuf tome of the Mannor of D. in or by one Copy of Court-Roll of the fame Mannor, at a Court holden the twentieth day, &c. And all deeds, &c. To have and to hold to the faid C. D. his heirs and affigns for ever, to the onely proper ufe and behoof of the faid C. D. his heirs and affigns for ever. And the faid A. B. doth for him his heirs, executors, and adminiftrators hereby covenant and grant to and with the faid C. D. his heirs and affigns by thefe prefents in manner and form following, (that is to fay) That he the faid C. D. and his heirs and affigns fhall and may for ever hereafter peaceably and quietly have, hold and enjoy the premisses and every part thereof, without any let, fuit, trouble, eviction or interruption of, or by the faid A. B. his heirs or affigns or any person or persons lawfully claiming from, by or under the faid A. B. (faving and excepting all persons claiming by copy of the fame Court-Roll before mentioned. And that the fame premisses now are and from henceforth for ever hereafter fhall be and remain unto the faid C. D. his heirs and affigns difcharged and acquitted, or well and fufficiently faved and kept harmlefs of and from all Leases, Eftates, Dowers, Statutes, Recognizances, Judgements, Executions, Fines, Issues, Amerciaments, Titles Troubles, Charges and Incumbrances whatfoever, had, made, committed, or willingly or wittingly fuffered, or to be had, made, committed;

For quiet enjoyment.

Discharge of incumbrances.

or willingly and wittingly suffered by the said A.B. or C.B. or any person or persons lawfully claiming from, by, or under them, or either of them (saving and excepted the aforesaid grant by Copy of Court Roll.

And also that he the said A.B. his heirs and assigns, and E.B. now his wife shall and will at all times and from time to time during five years now next ensuing, at the request and costs in law of the said A.B. his Heirs or Assigns, make, do, suffer and execute, and cause to be made, done, suffered and executed all and every such further lawful and reasonable act and acts for the better assuring and sure-making of the premises, and every part thereof to the said C.D. his Heirs and Assigns, as by the said C.D. his Heirs or Assigns, or his or their counsel learned, shall be reasonably devised, advised or required, so as for the doing thereof the said A.B. or his wife or the Heirs or Assigns of the same A. be not compelled to enter into any bonds, covenants or collateral security, nor in any further warranty or covenants then are contained in these presents, nor to travel from the place of his, her or their abode, or dwelling at the time of such request to be made.

Letter of Attorney to make livery.

And moreover, the said A.B. doth grant for himself and his Heirs, to warrant the premises with the appurtenances, and every part thereof unto the said C.D. his Heirs and Assigns against the said A.B. his Heirs and Assigns for ever. And lastly, this Indenture further witnesseth
ture

that the said A.B. hath made, authorized and ordained, and in his place and stead put, and by these presents doth make, ordain, authorize, and in his place and stead put I. S. of D. in the County of G. Gent. and K. S. of D. aforesaid Yeoman his true and lawful Attorney, jointly and severally, for him and in his name and stead to enter into and upon the said premises, or into and upon any part thereof generally, or in the name of the whole and possession and seisin thereof generally, in the name of the whole to to have and to take in his name and stead; And after such possession and seisin thereof so had and taken, the possession and seisin thereof or of any part thereof generally, or in the name of the whole to give and deliver unto the said C. D. in the name and stead of the said A.B. or to the Attorney or Attorneys of the said C.D. in that behalf, according to the form, effect and true meaning hereof, ratifying, allowing and confirming all and whatsoever the said Attorneys jointly or either of them severally shall do or cause to be done in, or concerning the premises, as fully to all intents and purposes, as if himself had done the same.

Or if you would have your Feoffment with general warranties, then thus. And the said A. B. doth for himself, &c. That the said premises and every part thereof, now are and be, and so from henceforth for ever hereafter, shall remain and continue to the said C.D. his Heirs and Assigns free and clear, and freely and clearly exonerated, acquitted and discharged, or saved

General warranty, and covenants.

ed harmless, and defended of, from and against all manner of former and other bargains, sales, gifts, grants, leases, estates, Mortgages, Judgements, executions, extents, Statutes, Recognizances, Wills, Entails, Rents, Annuities, Fines, Issues, amerciaments; and of and from all other titles, troubles, charges, incumbrances and demands whatsoever, heretofore had, made, done, levied, suffered or executed, or wittingly hereafter to be had, made, suffered, acknowledged or executed by him the said A. B. his heirs or assigns, or any other person or persons whatsoever. Or you may insert this Covenant likewise which is now much used in Conveyances. And that the said lands and premisses shall be & remain unto the said C. D. his heirs and assigns without any charge or incumbrance caused made suffered or granted by the said A. B. or his heirs in estate, right, title, interest in Law, or equity trust, charge, or other incumbrance whatsoever. And that the said C. D. his heirs and assigns shall and may for ever hereafter peaceably and quietly have, hold, use and enjoy the said premisses with the appurtenances without any let, trouble, denial or eviction of, or by the said A. B. his heirs or assigns, or any other person or persons whatsoever. And the said A. B. doth grant for him, and his heirs, to warrant the said premisses with the appurtenances to the said C. D. and his heirs against the said A. B. and his heirs, and against all and every other person and persons whatsoever. In witness, &c.

Lands

Lands in Reversion will pass by the Grant thereof in possession, and there amongst the covenants the lease, or estates in being must be excepted.

Section 2.

This Indenture, &c. between A. B. of, &c. **A Deed of Bargain and Sale.**
of the one part, and C. D. of, &c. of the other part, witnesseth, that the said A. B. for and in consideration of the sum of 100. l. to him in hand before the enfealing and delivery of these presents by the said C. D. well and truly contented and paid, whereof the said A. B. doth hereby acknowledge the receipt, and thereof and of every part thereof, doth clearly acquit, exonerate and discharge the said C. D. his heirs, executors, and administrators, and every of them for ever, by these presents hath grant, bargained and sold, and by these presents doth grant, bargain and sell to the said C. D. all that messuage, and half-yard land, &c. To have and to hold to the said C. D. his heirs and assigns for ever, to the use of the said C. D. and his heirs for ever. And the said A. B. and his heirs, the said Messuage and half yard land, and premisses with the appurtenances, unto the said C. D. his heirs and assigns in manner afore-said, against him the said A. B. and his heirs, and all and every other person and persons, lawfully

lawfully claiming, from, by or under him, shall and will warrant, and for evermore defend by these presents. The Covenants may be the same as in the last.

**A Proviso for
payment of
money.**

Or thus, This Indenture, &c. To have, &c. to the said R.B. and P.B. &c. provided that if the said R.B. and P.B. or one of them, their or one of their heirs, &c. shall not pay, or cause &c. unto the said I. I. his Executors, &c. at or in, &c. the sum of, &c. in manner following, (*viz.*) 20.l. &c. and so for all payments of the said sum of, &c. that then and so often as default of payment of any of the said sums, or of any part thereof, shall be made contrary to the true meaning hereof, that then and so often it shall and may be lawful for the said I. I. his executors, &c. into the said bargained premises, with the appurtenances to re-enter, and the same to have again, hold and retain, without any waste doing, and the profits thereof, coming to his and their own use to receive until the said sum or sums of money, whereof such default shall be made, contrary to the true meaning hereof, shall be paid to the said I. I. his, &c. at the place aforesaid. And that so oft as such default shall be made, as aforesaid, the said R. B. and P. B. their heirs, &c. shall stand and be seised of all and singular the premises with the appurtenances, to the use of the said I. I. his Executors, &c. For the several times aforesaid according to the true meaning hereof. And after any sum of twenty pound, whereof default of pay-

payment shall be made to the said I. I. his executors, &c. respectively shall be paid; That then and so oft the said R. B. and P. B. their heirs, &c. shall stand and be seized of the premises with the appurtenances to the use of them, their heirs, &c. under the condition aforesaid until the said sum of, &c. be fully paid according to the true meaning hereof. And that then and from thenceforth the said R. B. and P. B. their heirs, &c. shall stand and be seized of all the said premises with the appurtenances to the only use of the said R. B. and P. B. and of their heirs and assigns forever, absolutely and without any manner of condition, or other limitation of use or uses. In Witness, &c.

This Indenture made, &c. between A. B. of, &c. and C. D. of, &c. of the one part, and E. F. of, &c. of the other part, Witnesseth that for and in consideration of the sum of five Shillings of good English money unto them the said A. B. and C. D. in hand paid by the said E. F. before the execution of these presents the receipt whereof is by them hereby acknowledged accordingly, and thereof they do acquit and discharge the said E. F. his Heirs, Executors and Administrators by these presents, he the said A. B. and the said C. D. by and with the direction and appointment of the said A. B. testified by his being made a party to and signing and Sealing of these presents have, and each of them the said A. B. and C. D. hath granted bargained and sold, and by these presents do

The form of a
Bargain and
Sale for one
year,

do, and each of them for him his heirs and assigns doth grant, bargain and sell unto the said E. F. his Executors, Administrators, and Assigns, all that, &c. (here insert the particulars of your Lands) to have and to hold the said Messuage, &c. and all and singular other the premisses hereby Granted, Bargained, and Sold, with their and every of their appurtenances, and every part and parcel thereof unto the said E. F. his Executors, Administrators, and Assigns, from the day before the date hereof, for and during the Term of one whole year from thence next ensuing and fully to be compleat and ended, and it is hereby declared that these presents are so made and accepted that thereby, and by virtue and force of the Statute made in the seven and twentieth year of the reign of King *Henry* the eighth for the transferring of uses into possession, he the said E. F. may be enabled to take a grant and release to execute the estate of the aforesaid premisses in him the said E. F. his heirs and assigns for ever, in Witness, &c.

The form of a
release.

This Indenture made, &c. between A. B. of, &c. and C. D. of, &c. of the one part, and E. F. of &c. of the other part, witnesseth, That for and in consideration of the sum of one hundred pound of good English money unto him the said A. B. and of five Shillings like money to the said C. D. in hand paid by the said E. F. before the Execution of these presents. The several receipts whereof is by them hereby respectively acknowledged,

ledged, and thereof and of every part thereof they the said A. B. and C. D. doth severally and respectively acquit, exonerate, and discharge the said E. F. his Heirs, Executors, and Administrators, by these presents, and for other good and valuable causes and considerations them the said A. B. and C. D. thereunto severally moving, he the said A. B. and the said C. D. by and with the special direction and appointment of the said A. B. testified by his being made a party to and signing and sealing of these presents have, and each of them the said A. B. and C. D. hath granted, bargained, sold, aliened, released, enfeoffed, and confirmed, and by these presents do, and each of them for himself his Heirs, and Assigns, doth Grant, Bargain, Sell Alien, release, enfeoff, and confirm unto the said E. F. his Heirs and Assigns for ever, all that, &c. (Here insert the particulars of your Lands as in the Lease) and the reversion and reversions, remainder and remainders, yearly rent or rents, issues and profits, thereof, and of every part thereof, and all the estate or estates, right, title, trust, interest claim and demand whatsoever either in law or equity, of them the said A. B. and C. D. or either or any of them of, into or out of the aforesaid premisses and every or any part thereof, and all Charters Deeds, Evidences and Writings any wayes touching or concerning the said premisses or any part thereof, to have and to hold the said Messuage, &c. and
all

all and singular other the hereby granted and released, or mentioned to be hereby granted and released premisses, with their and every of their appurtenances unto the said E. F. his Heirs and Assigns for ever. To the onely proper use and behoof of the said E. F. his Heirs and Assignes for ever.

Observation.

Its now esteemed the best way to omit the recital of the precedeing Lease, which is usually inserted in the Release, for that the same Deed is then the more capable of another Execution, viz. by Inrolment or Livery and Seisin.

**The Form of a
short Bargain
and Sale to be
Inrolled with-
out Covenants,**

This Indenture made, &c. between A. B. of, &c. and C. D. of, &c. of the one part and E. F. of, &c. of the other part, Witnesseth, That for and in consideration of a competent sum of money to him the said A. B. and of five shillings to the said C. D. in hand paid by the said E. F. before the Execution of these presents, the several receipts whereof they the said A. B. and C. D. and either of them respectively do hereby acknowledge, and thereof and of every part thereof do acquit, exonerate and discharge the said E. F. his Heirs, Executors and Administrators by these presents respectively, and for other good and valuable causes and considerations, them the said A. B. and C. D. thereunto moving, he the said A. B. and the said C. D. by and with the special direction and appointment of the said A. B.

A. B. testified by his being made a Party hereunto, and signing, and sealing of these presents have and each of them the said A. B. and C. D. hath granted, bargained and sold, and by these presents do, and each of them for himself, his Heirs and Assigns doth grant, bargain and sell unto the said E. F. his Heirs and Assigns, all that Mesuage, &c. (Here insert the particulars of the Lands, as it is before in the Release) To have and hold all and singular the hereby granted, bargained and sold or mentioned to be hereby granted, bargained and sold premisses, and every part and parcel thereof, with their and every of their appurtenances unto the said E. F. his Heirs and Assigns for ever, to the sole only proper use and behoof of the said E. F. his Heirs and Assigns for ever.

Section 3.

Deeds of Uses made by Feoffments, Grants, Gifts, Covenants, Declaration of Uses, and otherwise.

This Indenture made, &c. Between A. B. of &c. of the one part, and C. D. of, &c. and E. F. of &c. of the other part, witnesseth, that the said A. B. as well for the natural love and affection, which he hath and beareth unto W. B. his son, as also for and in consideration of a marriage, to be had and

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solem-

solemnized between the said W. B. and F. D. daughter of the said C. D. and for the settling of the Lands and Tenements hereafter mentioned in such sort as herein is afterwards specified, and for the better maintenance and support of the present estate of them the said W. B. and F. D. after their said marriage, and to the end that a competent and convenient Joynture may be made for the said F. D. during her life in recompence of all such Dower, and Title of Dower as she shall or may, have, claim or challenge to have, of, in and to any of the Lands, Tenements, and Hereditaments of the said W. B. and also for and in consideration of the sum of, &c. by the said C. D. unto the said A. B. in hand paid for the marriage-portion of the said F. D. whereof the said A. B. and W. B. do hereby acknowledge the receipt. Hath granted, enfeoffed, and confirmed. And by these presents doth grant, enfeoff and confirm unto the said C. D. and E. F. all that Messuage, &c. To have and to hold to the said C. D. and E. F. their heirs and assigns for ever, to the uses, intents, and purposes hereafter following. That is to say, all the said premises to the use of the said C. D. and his heirs, till the said sum of, &c. paid to the said C. D. for the marriage portion of the said F. D. shall be repayed to, or tendred unto, and refused by the said C. D. in case the same marriage do not take effect before the twentieth

A means to prevent a mischief if a marriage should not proceed.

eth of *June* now next coming ; and after the same marriage had and finished ; Then as to the said Messuage, &c. the said Close of Meadow, &c. being parcel of the said four yard land, to the use of the said A. B. for the term of his natural life without impeachment of waste, and after his decease to the use of the said F. D. daughter of the said C. D. for the term of her life for her joynture, and in lieu and satisfaction of her Dower, and after her decease, if in case the said A. B. shall overlive the said F. D. then to the use of such person as the said A. B. shall next marry for the term of her natural life ; and after her decease, then to the use of the Executor or Executors of the last Will and Testament of the said A. B. untill he or they shall and may levy, have and take out of the Rents and Profits thereof, the sum of four hundred pound to be employed, bestowed and disposed, as by the last Will and Testament of the said A. B. shall be limited, appointed and declared, and after the determination of the last mentioned use and estate, then to the use of the said W. B. his Heirs and Assigns for ever. And as of, for and concerning the said Close of, &c. being the residue of all the said Lands and Tenements before mentioned, and all the rest of the Lands and Tenements aforesaid, not contained within the limitation aforesaid to the use of the

A means to prevent the sale of the Land by the eldest Son, if he be a Prodigal.

saïd C. D. and E. F. and their heirs during the natural life of the saïd W. B. and after to the use of the right Heirs of the saïd W. B. for ever.

This Indenture, &c. Between, &c. witnesseth that the saïd A. B. in consideration of a marriage to be had between W. B. his son and F. D. daughter of the saïd C. D. and for the settling of the Lands and Tenements hereafter mentioned to the uses hereafter named, hath, &c. all that, &c. To have and to hold, &c. to the uses hereafter following, that is to say, all the saïd Lands and Tenements to the use of the saïd A. B. and his Heirs, until the same marriage be had and finished, and then of and concerning one, &c. to the use of the saïd A. B. and the heirs of his body on M. D. the wife of L. D. begotten, and after to the use of the performance of his Will for ten years. And after to the use of the saïd C. D. and E. F. and their Heirs during the natural life of the saïd W. B. and after to the use of the first issue male of the body of the saïd W. B. and the heirs of the body of such first Issue male. And for want of such issue, then to the use of M. B. and the heirs males of his body begotten, and for want of such issue to the use of the saïd M. B. and the heirs females of his body begotten, and for want of such issue to the use of the right Heirs of the saïd A. B. for ever. And of and concerning

ing one other Close, &c. to the use of such person or persons as the said A. B. by his last Will and Testament in writing, or by any other Writing to be by him sealed and subscribed in the presence of two or more Witnesses shall nominate and appoint, for such term and until such time as the same person or persons, so to be nominated, shall or may levy, take or receive out of the yearly Rents, Issues and Profits of the premisses, such sum or sums of money not exceeding two hundred pound in the whole, as the said A. B. in or by such his last Will or Testament, in writing, as is aforesaid, shall limit or appoint to be used and disposed to and for such uses, intents and purposes, and in such manner and form as the said A. B. in or by such last Will or Testament, or other writing, as is aforesaid, shall limit & appoint; and after the end, determination, or other becoming void whatsoever, of the said use or estate, then to the use of T. D. son of the said C. D. and the Heirs males of the body of the said T. D. issuing, &c.

This Indenture, &c. between A. B. of, &c. of the one part, and C. D. of &c. of the other part, witnesseth, that the said A. B. in consideration, &c. hath granted, &c. and by these presents, doth, &c. all that, &c. to have and to hold, to the said, &c. to the use of the said A. B. for his life, and after for the lands in *Dale* to the use of W. B. youngest son of the said A. B. and his

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Heirs,

Heirs, and of the said lands in K. to the use of the said A. B. for his life and term of sixty years after the death of the said A. B. if he the said M. N. shall happen so long to live, and after to the use of T. S. of, &c. for the term of his life, and afterwards to the use of the Heirs-males of the said T. S. Provided alwayes, that if the aforesaid T. S. shall disturb the said W. B. his Heirs or Assigns, that he or they or any of them may not quietly have, hold and enjoy the lands before limited and appointed to him and them, or any part thereof. Or if the said T. S. his Heirs or Assigns shall not permit the Executors, Administrators and Assigns of the said M. N. quietly to have, remove, take and carry away, all and every the goods and chattels of the said M. N. which now are or be in the dwelling house of the said T. S. in D. aforesaid, or shall do any thing to hinder or hurt the intent of the said M. N. concerning the same in his last will and Testament expressed; that then the aforesaid uses limited to the aforesaid T. S. and to his Heirs-males, shall cease and become void to all intents.

Trust.

And for the lands in Sale, to the use of E. F. and G. H. their Executors, &c. unto the end and term, and for and during the whole term of sixty years from thenceforth then next following fully to be compleat and ended upon this special trust and confidence, nevertheless that they the said

said E. F. and G. H. and their Executors, &c. shall permit and suffer W. B. eldest son of the said A. B. quietly to enjoy the same, and to take and receive the Rents and profits thereof to his own use during so many years of the said term of sixty years as he shall happen to live, and that after his decease they shall suffer all the children or issues of the said A. B. lawfully begotten, their Executors, &c. quietly to hold and enjoy the same, and all the rents and the profits thereof to receive to their own use equally between them, during all the residue of the said recited term of years that shall be then to come. And if the said A. B. shall happen to die without any issue of his body lawfully begotten, That then they shall surrender and yield up the residue and remainder of the said recited term that shall be then to come to such person and persons as shall have the immediate reversion or remainder thereof to them to extinguish the same estate, and from and after the end and expiration of the said term of threescore years, then to the use of, &c.

And for the lands in M. to the use of the said A. B. for the term of his natural life without impeachment of waste. And after to the use of such Farmers or Tenants to whom he hath demised or shall demise any part of the said last named premisses, for or during life or lives, or for any term of years, as in any such demise or demises

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shall

shall be limited and appointed. And after to the performance of the Testament and last will of the said A.B. and to the use of such person and persons severally, to whom the said A.B. by his last will shall devise any estate or estates, of and in the said last named lands, tenements and hereditaments, or any part of them, according to the true intent and meaning of his last will. And after the performance of the said last will to, &c. And for the lands in T. to the use of the said A.B. for the term of his natural life, and after to the use of E. B. his wife for the term of her natural life, and after to the use of the Heirs of the body of the said A.B. on the body of the said E.B. and for want of such issue to the Heirs of the body of the said A.B. on the body of any other wife begotten. And for the lands in W. to the use of such person and persons, and of such estate and estates, as the said A.B. shall limit and appoint by his last will in writing.

Another to
uses.

This Indenture, &c. Between A.B. of, &c. of the one part, C.D. of, &c. and E. F. of, &c. of the other part, witnesseth, that the said A.B. in consideration of a marriage already agreed upon, and shortly to be had and solemnized between T. B. second son of the said A.B. and S.D. daughter of the said C.D. and for the love and affection which he beareth to his said son, and for a competent jointure to be had and provided to and for the said

Sa-

Sarah, and for provision of maintenance for her, and for the settling of the inheritance of the lands and tenements herein after mentioned to such use or uses, and upon such trusts and confidence, as are herein declared, hath granted, &c. and by these presents doth, &c. unto the said C.D. and E.F. all that, &c. To have and to hold, &c. that is to say, To the use of the said C.D. and E.F. and of their heirs until the solemnization of the said marriage between the said T.B. and S.D. and from and after the solemnization of the said marriage to the use and behoof of the said C.D. and E.F. and of their heirs during the natural life of S.D. and from and after his decease to the use of the said T.B. for and during the term of his natural life, and from and after the death of the said S.D. and T.B. to the use of the heirs of the body of the said S.D. by the said T.B. the Son, or to be begotten, and for default of such heirs, to the use of the said T.B. the Son, and of the heirs of his body. And for default of such heirs, to the use of said A.B. the Father, and his heirs for ever; upon this special Trust and confidence in them the said C.D. and E.F. and their heirs and assigns, that they and every of them respectively to whose hands or custody any of the Rents, Issues or Profits of the Premises, shall come, during the life of the said S. shall from time

Trusts and
confidence in
Lands.

time to time pay, deliver, dispose and imploy the same Rents, Issues and Profits, and every part thereof, either to the said S.D. her self, or to such other person or persons, use or uses, as she the said S. shall by any writing under her hand from me to time limit or appoint. Provided alwaies, and it is nevertheless granted and agreed by and between the said parties, that in case the said T.B. shall within seven years next ensuing the date hereof, at his own proper cost and charges well and sufficiently convey and assure, or cause to be conveyed and assured by good and sufficient ways and means in the law to the said C.D. and E.F. and to their heirs, or to the Survivors or Survivor of them, and his or their heirs, to and for, and upon the like uses, intents, trusts, confidences and purposes as are before herein limited, expressed, limited and declared messuages, Lands and Tenements, situate, lying or being in D. &c. and which shall be of as much more clear yearly value as the said Messuage, Tenement, and Premises hereby mentioned meant or intended to be granted, shall be then worth; that then and from and after such Conveyance and assurance passed and perfect the use and uses, trusts and confidence herein before limited and expressed, shall cease determine and end, and then and from thenceforth they and the said C.D. and E.F. and their heirs shall stand and

and be seised of and in the said Messuage, &c. hereby mentioned, or intended to be granted, and every part thereof, to the use of him the said T. N. his heirs and assigns for ever, and to none other use, intent or purpose, whatsoever, any thing herein contained to the contrary thereof, in any wise notwithstanding.

To all, &c. A. B. of, &c. greeting. Know ye that I the said A. B. in consideration of a marriage to be had between O. B. my Son, and one A. W. the daughter of R. W. of, &c. have granted, enfeoffed and confirmed. And by these presents do, &c. to the said R. W. and T. O. of, &c. All that my messuage, &c. To have and to hold to the said R. W. and T. O. their heirs and assigns, to the uses and behoofs following (that is to say) to the use of me the said A. B. and my heirs, until the said O. B. shall marry to wife the said A. W. and after the same marriage between the said O. B. and the said A. W. daughter of, &c. so had, then to the use and behoof of me the said A. B. and E. my wife, for the terms of the natural lives of us the said A. B. and E. my wife, and the longest liver of us; and after the decease of us, the said A. B. and E. his wife and the longer liver of us, then to the use and behoof of the said O. B. my Son, and of the said A. W. and the heirs of the said O. B. on the body of the said A. W. lawfully begotten, or to be begotten, And for default of such issue then to the use
of

of the right heirs of me the said A.B. for ever. In witness, &c.

Section 4.

Covenants to stand seised to Uses.

A Conveyance
whereby one
may settle his
Land upon
himself, his
wife, children
or kindred in
his chamber
without livery
of seisin or
Attornment.

This Indenture made, &c. Between A. B. of, &c. of the one part, and C. D. of, &c. and E. F. of, &c. of the other part, witnesseth, that it is covenanted, condescended and agreed by and between the said parties to these presents in manner and form following (that is to say) whereas the said A. B. the day of the date hereof, hath but one onely son M. B. his heir apparent, and one daughter S. B. and is fully resolved and determined how and in what manner his Lordships, Mannors, Lands, Tenements and Hereditaments shall by the grace of God remain, continue, and be as well in the life time of the said A. B. and M. B. his Son, as after their deaths; and being withal greatly desirous to continue and stay all and singular his said Lordships, Lands and Hereditaments in his surname, and for that purpose to settle the same as followeth, he the said A. B. doth as well for the consideration aforesaid, as also for the natural and fatherly love which he beareth unto his said two children, as also for the natural and brotherly love which which the said A. B. beareth unto N. B. his brother, and L. B. his Sister, and towards H. B. his kinsman hereafter named, covenant
and

and grant for him and his heirs, to and with the said C.D. and E.F. their heirs and assigns by these presents; That he the said A.B. and his heirs, and all and every other person and persons, and their heirs, that now stand and be seised of, or in all and singular those his Lordships or Mannors of D.S. and M. and of and in all that Messuage, &c. or that hereafter shall be seised of the said Lordships, Mannors and Premisses, or of any part thereof, shall stand and be seised thereof, of every part thereof to such uses, intents and purposes, and upon such conditions and limitations of uses, as in these presents shall be expressed and declared, and to none other use, intent and purpose; that is to say, to the onely use of the said A.B. for and during the term of his natural life, without impeachment of waste, and from and after the determination of the said Estate to the use of the said C.D. and his Heirs during the life of the said A.B. to prevent his docking the contingent remainders herein after limited and appointed and from and after his death, then of and concerning the said Mannors and Lordships of D. and S. with the appurtenances, to the use of K.B. now wife of the said A.B. for the term of her life, for her Joynture, and in lieu and satisfaction of her Dower, and after her decease to the use of the said M.B. and the heirs males of his body begotten, and for want of such issue to the use of the said N.B. the brother
of

of the said A. B. and the heirs males of the body of the said N. B. begotten or to be begotten, and for want of such issue to the use of the said H. B. and the heirs males of his body lawfully begotten or to be begotten, and for want of such issue to the use of the right heirs of the said A. B. for ever. And for and concerning the Mannor of N. and the said Messuage, &c. and all the residue of the said premisses not limited and appointed to the uses before remembred to the use of the said M. B. for the term of his life, without impeachment of waste, and after his decease to the use of the said S. B. the daughter of the said A. B. and the heirs of the body of the said A. B. begotten, and to be begotten; and for want of such issue to the use of the said L. B. the Sister of the said A. B. and the heirs of the body of the said L. B. begotten, and to be begotten. And for want of such issue to the use of the right heirs of the said A. B. for ever.

This, &c. That he the said A. B. and his heirs and assigns, and all and every person and persons having, or claiming, or which may have or claim, any estate, right, title or interest, by, from or under him the said A. B. shall and will at all times and from time to time for ever hereafter stand and be seised of all those messuages, &c. hereafter in these presents particularly mentioned to the uses, intents and purposes, and in manner and form hereafter following (*viz.*) of and in all that Capital Messuage, &c. or and during

ring the term of the natural life of the said A.B. and for six Moneths after without impeachment of any manner of waste, during the life of the said A.B. onely, and from and after the death of the said A.B. and the end of such of the Feasts of Saint *Michael*, &c. and the Annunciation, &c. as shall first and next happen, and be next after the end of the said six Moneths next after the death of the said A.B. then to the use and behoof of the aforesaid R.B. the first begotten son of the said A.B. and the Heirs of the Body of the said R. B. lawfully to be begotten. And for default of such issue to the use of the residue of the Sons of the said A.B. in succession from one to another, as they shall be in seniority of years, and to be heirs of the body of such sons, lawfully to be begotten, with remainders over, for default of such issue from one to another, and to the heirs of the body of such Sons lawfully to be begotten: and for default of such Sons then to the use of the daughters of the said A. B. and of the heirs of the body of such Daughters lawfully to be begotten; and for default of such Daughters of the said A. B. or of such heirs of their bodies to be begotten as aforesaid then to the use of the said children of E. K. deceased, and of the children of A. V. Sisters of the said A. B. (B. V. the eldest son of the said A. V. only excepted) equally to be divided, and of the heirs of the said children (except before excepted) for ever. And
of

of and in all that close, &c. to the use of the said A. B. for his life, and from and after his death, if M. the wife of the said A. B. shall survive the said A. B. then of and for the moiety, or one half of the premisses last abovesaid to the use of, &c. and of and for the other moiety, and half part of the same premisses, to the use of the said C. D. and E. F. their heirs and assigns, from and after the death of the said A. B. to the onely use of the said M. the wife of the said A. B. if she shall be then living, and of her Executors, Administrators and Assigns, for and during the term of the natural life of the said M. B. and until the Feast-day of Saint *Michael* next after the death of the said M. and from and after the death of the said A. B. and from and after the end of the said Feast of Saint *Michael* next after the death of the said M. his wife, if R. B. the nephew and R. B. his son shall be then living, and the said R. the son shall be within the age of ten years, then to the use of the said C. D. and E. F. and their Heirs and Assigns, until the said R. B. the son of the said R. B. the nephew shall attain to his full age of twenty one years, if he shall live so long, and from and after the full age of the said R. the son of the said R. the nephew accomplished, then to the use of the said R. the son and the Heirs of his body begotten. And if he shall not live to his age of twenty one years, or being of that age shall afterwards die in the life time of his father, then, &c.

This

This Indenture made, &c. between A. B. of, &c. and C. D. of, &c. witnesseth, that in consideration of, &c. it is now mutually covenanted, granted and agreed upon, by and between all the parties to these presents. And the said A. B. doth for him and his Heirs, hereby covenant; grant and agree to and with the said C. D. his Heirs and Assignes in manner following (that is to say) That as well he the said A. B. and his Heirs, and all and every other person and persons and their Heirs which now stand or be seized, or at any time hereafter shall stand or be seized of, and in all that her one messuage, &c. do, shall and will from the day of the date of these presents, stand and be seized of the same messuage to the onely uses and intents hereafter in these presents declared, and to none other use, intent, or purpose, (that is to say) to the use of the said A. B. for the term of his life; and from and after his decease, then if any childe of the body of the said A. B. lawfully begotten, shall be then living; or if the said C. his Wife shall then happen ensent with any childe begotten by the said A. B. then to the use of the said C. his Wife, until any Heir of the body of the said A. B. begotten or to be begotten, shall attain to the age of Eighteen years, if any such Heir after his or her birth shall so long live. And if the said A. B. Trust. shall happen to die without Heir of his body begotten or coming, then to the use and behoof of the said C. now his Wife, for and during the term and time of Six months next ensuing after his death, to the intent and upon trust that the said C. shall pay or cause to be paid out of the
R Rents

Rents and Profits of the Premisses, such Legacies and sums of money as the said A. B. shall by his last Will limit and appoint. And from and after the death of the said A. B. and the failor or determination of the uses aforesaid; then to the, &c.

A Covenant
to stand sei-
zed of the re-
sidue not du-
ly executed
to the uses a-
foresaid.

And here note, that in all these and such conveyances to uses of a mans Wife, Children, be it by Fine, Feoffment, &c. it is good to insert in the end of the Deed this Covenant. And the said A. B. doth for him and his Heirs covenant and grant, for the considerations aforesaid, to and with the said C. D. and his Heirs, That he the said A. B. and his Heirs shall and will from and after the Twentieth of *June* now next coming, stand and be seized to the several uses before, in and by these presents limited and declared; and according to the true meaning hereof, and in such part, and so much of the premisses, as for the want of the due execution of livery of seisin, or for want of attornment, or for any other defect or cause whatsoever shall not be well and sufficiently conveyed and assured unto the said C. D. and his Heirs to the uses aforesaid, before the said Twentieth of *May*, and to none other use, intent, or purpose.

Or thus: And the said A. B. doth, &c. That if a good, perfect conveyance and assurance of the premisses to be assured by the said A. B. be not made and sufficiently perfected before the Twentieth day of *June* now next coming, whereby the said premisses shall not be conveyed and made sure to such uses, intents, and purposes, as are mentioned in these presents, according

ding to the true intent thereof, that then the said A. B. and his Heirs, shall and will from and after the Twentieth of *June*, &c. as in the other Covenant. And thus a man may raise any uses by way of Covenant to himself, Wife, Children, Blood, or Kin, or upon Marriage, by this bare Covenant, without inrolment, livery of seisin, Livery of seisin inrolment. or any such thing.

SECT. 5.

In these kinds of Conveyances to uses also may be reserved a power to make estates after this manner: Provided alwaies, and never-Power to E- states. theless it is concluded and agreed by and between the said parties to these presents, that it shall and may be lawful to and for the said A. B. at any time during his natural life, at his will and pleasure, by his sufficient writing or writings, indented, sealed with his Seal, and lawfully executed, to demise, grant, and to let to farm, all and singular the said Mannour and premisses with the appurtenances, or any part thereof, except such as are assured to the said F. D. for her Jointure; and except one Close, &c. [Or to demise and grant all that Close, &c. and so as the case is] to any person or persons, for term of three Lives or under; or for term, or for twenty one years, to be accounted from the time of the making thereof or under, in possession only, and not in reversion.

Or thus. [That it shall be lawful for the said A. B. at any time during his life, to make or cause to be made any Lease or Leases for

term of three Lives, or twenty one years, and not above, of the said premisses, or any part thereof, to any person or persons, &c.]

Or thus: That it shall be lawful, &c. to the said A. &c. to make any Lease or Leases of the said piece of errable Land, &c. to any person or persons for any Term or Estate, not exceeding Twenty one years from the day of the making thereof. So that the antient yearly Rents, Customs and Services, or more, be reserved or payable upon every such Demise or Lease to have continuance during the term thereof, by virtue of such Lease or Leases, and so that any such Demise or Lease be not made without impeachment of waste.

Or thus: That it shall and may be lawful to and for the said A.B. at any time during his natural life, or by his last Will and Testament in writing, to grant, give, and bequeath Annuities to his Servants for the term of the life or lives of such Servants, onely issuing or going out of the premisses, or any part thereof, and to limit any part of the said Mannor and Lands, not exceeding Twenty pound a year to any person or persons for term of life, lives, or years for payment of his Debts, or performing of Legacies, as to himself shall be thought good; and also to assure, and convey the said parcel of Land, called *Higgins*, lying in D. aforesaid, to the use of the said F.D. for the term of her natural life, so as it be not without impeachment of waste.

Or thus: That it shall be lawful to and for the said A. B. to make Joynture of the Lands
and

and Tenements in N. parcel of the premises to the value of Twenty pound to any Wife or Wives that the said A. B. shall hereafter fortune to marry, or take to Wife, for and during the natural life of such Wife or Wives.

Or thus : That it shall and may be lawful to and for the said A.B. to grant and assure the said Farm called *Hodges*, parcel of the premises, or any part thereof, to any such Woman, Wife, or Wives, as the said A. B. shall hereafter fortune to marry, for life or lives onely of such Wife or Wives, for and in consideration of her Joynture, or Dower.

Or thus : That it shall and may, &c. to make a Grant, a Rent-charge of Twenty pound a year, to be received yearly out of the said Lands, to any woman that shall hereafter be his Wife, to hold to her for term of her life only.

Or thus : That it shall, &c. for the said A.B. to declare his last Will and Testament ; and for the performance thereof, and payment of his Debts, to devise the said *Grange*, called *Somers Grange*, for any time under Twenty one years next after the death of the said A. B.

Or thus : That it shall, &c. for the said A.B. to make any Leases of the said premisses, or any part thereof, of the yearly Rent or value of Twenty pound to any of the younger Sons of the said A. B. for the term of their natural lives onely. Or to the younger Daughter of the said A.B. for the term of her life ; or otherwise, to grant a Rent or yearly Payment of Twenty pound, with Clause of Distress, in the said Lands and Tenements, to the said K. his Daughter,

ter, for and during the term of her natural life.

Or thus : Nevertheless , it is always provided, That it shall and may be lawful to and for the said A.B. at his pleasure to make any Lease or Leases for term of Three lives , or One and twenty years, or under , to any person or persons whatsoever , of all and singular the said Mannor of N. or any part thereof other than the Scite or Demeasn Lands thereof , whereupon the old and accustomed yearly Rents, or more , shall be reserved to continue during the same Lease or Leases to be had or made [and so it may be after any such manner.] And that all such Leases, Grants, Devises and Estates so to be made, shall be good and available in Law to all intents and purposes. And that at all times from and after the making of such Lease or Leases, Grants, Devises or Estates, this conveyance or assurance , and all other conveyances and assurances dependant hereupon, and made for the strengthening and corroboration hereof, shall be, and the said C.D. and his Heirs and Assigns, and every of them , and all and every other person and persons then standing or being seized of, or in the premisses, so to be demised, letten, devised or charged, or any part thereof, shall stand and be seized thereof, and of every part thereof, as for and concerning onely all such part, and so much of the premisses so to be demised, leased, devised, or charged, as aforesaid , to the use of all and every such person and persons, their Executors, Administrators, and Assigns, to whom any such Lease, Estate, or Charge shall be so made thereof, and according to the true meaning

ing of the same Lease or Leases, Devise or Charge, and of these presents, so always as the same Lessees, their Executors, Administrators and Assigns, and every of them, and the said Devisees, do well and truly yield and pay, or cause to be yielded and paid, the several Rents and Services in the same Lease and Leases, and every of them to be reserved, to such person and persons for the time being, as by the intent and true meaning of these presents, is to have the next and immediate Reversion or Remainder of the said premises so to be leased or devised, at the days and times to be comprized in the said Leases or Devises. And, after the expiration of the said Lease or Leases, or Estates or Charges, and every of them as they shall severally end or determine, then that this Conveyance, and all the said other Conveyances and Assurances dependant, shall be and enure; and the said C. D. and his Heirs, and the said A. B. and his Heirs, and all and every other person and persons then standing or being seized of, or in the said premises so to be demised, letten, devised, or charged, or any part thereof, shall at all times from thenceforth stand and be seized of, and in the same, and every part thereof, to such uses, purposes, and intents, as hath been before in these presents expressed and declared; and by the true intent and meaning of these presents, they should or ought to have done, if no such Lease or Leases, Devise or Charge thereof made, at any time had been made, any matter or thing to the contrary thereof, in any wise, notwithstanding.

S E C T. 6.

**Powers of
Revocation.**

In these kinds of conveyances to uses, also there may be reserved a power to make void, or alter the uses after this manner,

Provided always, and it is fully concluded, meant, or agreed by and between the said parties to these presents, and their Heirs, that if the said A. B. at any time hereafter during his life, shall be minded upon whatsoever cause or occasion seeming meet or convenient to him to annul, make void, alter, or change the Use or Uses, Estate or Estates, or any of them, limited, raised, implied, intended, or made by these presents, touching all the said Mannors and Premises, contained in these presents, or else touching some part, or any part thereof onely; and thereupon by any Writing subscribed with his Name, and sealed with his Seal, in the presence of two or more Witnesses, and delivered to the said C. D. or his Heirs, or by his Writing under his Seal, and in any of the Courts of Record of the Kings Majesty, or his Successors to be enrolled, do and shall signifie and declare, that his intent and pleasure is, to revoke and make void the Uses, Intents and Estates, or any of them limited and appointed in or by these presents, touching the said whole premises, or touching some or any part thereof, that then and from thenceforth all the uses, behoofs, intents, and Estates made, limited and appointed in or by these presents, shall be utterly void and of none effect touching all such part, and so much of the said premises in and concerning which the said

A.

A. B. shall so signifie and declare, that his will and pleasure is, that the Uses, Behoofs, or Estates aforesaid, or any of them, shall be void, or of none effect. And that then the said parties, and every, any, or either of them, and all and every other person and persons that now stand, or be seized of all and singular the said Mannours and Premisses, or of, or in any part thereof, shall from thenceforth stand and be seized of all and singular the said Mannours and Premisses in which the said A. B. shall so signifie and declare, that the Uses, Behoofs, or Estates aforesaid, or any of them, shall be void, or of none effect, or of such part thereof, in which the said A. B. shall so signifie and declare, that the Uses and Estates aforesaid, or any of them, shall be void, and of none effect, to the use of the said A. B. his Heirs and Assigns for ever. Any thing herein aforesaid to the contrary hereof notwithstanding.

Or thus : Provided always, and it is nevertheless covenanted and agreed by these presents between the said parties thereunto for the considerations aforesaid, that for the preferment and advancement of other Children of the said A. B. and for the payment of his Debts or Legacies, or for any other necessary purpose, it shall be lawful to and for the said A. B. together with the said C. D. at any time hereafter, during the life of the said A. B. together with and by the joynt consent and agreement of the said C. D. and by their joynt Deed or Writing indented under their Hands and Seals, and to be inrolled in any Court of Record of the Kings Majesty,
his

his Heirs, or lawful Successors, to make void, and frustrate any of the Use or Uses, Estate or Estates in these presents abovementioned, expressed or declared onely, for, of, or in any such part or parcel of the premisses, as by the said A. B. shall be thought meet and convenient, and by the said Writing, indented, and inrolled, shall be expressed, limited, and appointed, and not otherwise. And thereof by the said Writing indented so to be inrolled of new, to declare, limit, or appoint any such new or other Use or Uses, Estate or Estates, as to the said A. B. and the said C. D. shall be thought meet and convenient, and by the Writing indented shall be expressed and declared, and none otherwise. Any thing in these presents contained to the contrary thereof, in any wise notwithstanding; and that immediately from and after such new Declaration, limitation, and appointing of any new or other Use or Uses, Estate or Estates, of or in any part or parcel of the premisses by Writing indented, sealed and inrolled, as aforesaid, then the Use or Uses, Estate or Estates of such, and so much only of the premisses whereof any such new Declaration, limitation, or appointing, shall be so had and made. And the said A. B. his Heirs and Assigns, and all other person and persons, their Heirs and Assignes, which at any time hereafter shall stand and be seized of, or in such and so much of the premisses, whereof any such new Declaration, limiting and appointing, shall be so had and made, shall stand and be seized thereof to the use of such person or persons, and to such use, conditions,

tions, and intents onely as shall be mentioned and expressed in the said Writing indented and inrolled, and to none other use, intent, or purpose; any thing abovementioned to the contrary thereof in any wise notwithstanding.

Or thus briefly: Provided that if the said A.B. shall at any time or times hereafter by any Writing or Wrings in his life-time sealed with his Seal, and subscribed with his Name, and by him published in the presence of two or more credible Witnesses, exprefs and declare, that all or any of the said Uses, limited to the Heirs of his own body, or to the said R. D. or his Heirs, as to all or any of the said premisses, shall stand, or be changed, altered, revoked, or determined; that then and from thenceforth the same Uses, and every or any of them, as to all and every or any of the said Premisses with their appurtenances, according to such expression or declaration of the intent and meaning of the said A. B. and in such manner as he shall so exprefs and declare, shall cease, or shall stand changed, altered, revoked, or determined accordingly; any thing in these presents before contained to the contrary in any wise notwithstanding.

Or thus: Provided that if the said A.B. shall be minded or disposed to have again the said Mannours, or any part of them to him, and his Heirs, or to alter, change, or make void the said Feoffment, or any use of the said Mannours, or any Estate that should grow, or shall be executed by reason of any use or uses in any of the said Mannours; or if he shall be minded to give, or dispose the said Mannours, or any part
of

of them, in any other manner than they are before limited, and hereupon the said A.B. by his Writing, sealed with his Seal, and signed with his Hand, shall notifie and signifie his Will and Pleasure to the said C. D. his, &c. That then after such notice in such a Writing, as before, such and so many of the Mannours, whereof he shall make such notice or signification in such Writing, shall be altogether revoked and made void, and it shall be to the use of the said A.B. and his Heirs, and shall stand and be seized thereof, to the use of him and his Heirs. The Leases made in form aforesaid, always excepted and foreprized; any thing herein to the contrary in any wise notwithstanding.

This Indenture made, &c. between A. B. of, &c. on the one part, and C. D. of, &c. on the other part. Then recite the deed of Uses, or so much thereof as concerneth the raising of the Uses or Estates, and the power reserved to make them void or alter them. And then say, And whereas the said A.B. at the time of the making of the said Indenture in these presents above-recited, was seized of an Estate of Inheritance amongst other the Lands, Tenements, Hereditaments aforesaid, of and in one Close, &c. whereupon, and for and in consideration, that the said A.B. is indebted to divers persons in the sum of Five hundred pounds or thereabouts: and to the end that he the said A. B. may have full power to sell or alien some part of the premisses for the payment of his said Debts; it is now covenanted, granted, concluded, and agreed upon, between the said A. B. and C. D. And the said

saïd A. B. and C. D. do each of them, for him and his Heirs, covenant and agree with the other and his Heirs, by these presents, That from and after the time of the inrolment of this Deed in his Majesties High Court of *Chancery*, that all and every the saïd Use and Uses, considerations and intents limitted, declared, and mentioned in the abovesaid Indenture in these presents above comprized, and to and as concerning onely all and singular the severall parcels of the premisses before particularly mentioned, shall be utterly void, frustrate, and be determined and ended; and that the saïd A.B. and his Heirs, and all and every other person and persons, which now stand and be seized, or at any time hereafter shall stand and be seized of and in the saïd severall parcels particularly abovementioned with the Appurtenances, shall from the time of the inrolment of these Presents, stand and be of all and every the saïd particular parcels abovementioned onely with their Appurtenances seized to the onely use of the saïd A.B. his Heirs, and Assigns for ever, and to none other use, intent, or purpose. In witness, &c.

S E C T. 7.

That a Fine and Recovery shall be had, and to what Uses.

This Indenture made the day of, &c. between R. D. of, &c. and I his Wife, of the first part, Sir H. L. of, &c. Knight, and E. L. one of the Daughters of the saïd Sir H. of the second part, and I. D. Esq; Son and Heir apparent of the aforesaid R. D. R. N. of, &c. M. D. of, &c. E. N.
the

the elder, and F. B. of, &c. of the third part ; Witneffeth, that it is fully covenanted, granted, concluded, and agreed, by and between the faid parties. to these presents, and they the faid R. D. and I. his Wife, as well for the natural love and affection, which they have and bear unto the faid I. D. their Son, as also for and in consideration of a Marriage, to be had and solemnized between the faid I. D. and the faid E. L. and for the settling of the Lordships, Mannors, Lands, Tenements, and Hereditaments hereafter mentioned, in such sort, as is herein afterward specified ; and for the better maintenance and support of the present Estate of them the faid I. D. and E. L. after their faid Marriage, and to the end that competent and convenient Joyntures may be had and made unto the faid I. D. and E. L. respectively, during their respective lives, in lieu and recompence of all such Dowers, and titles of Dowers, as they, or either of them, shall or may have, claim, or challenge to have of, in, or to any the Lordships, Mannors, Lands, Tenements, and Hereditaments, of them the faid R. D. and I. D. or either of them respectively ; and also for and in consideration of the sum of Fifteen hundred pounds of, &c. by the faid Sir H. L. unto the faid R. D. in hand paid for the Marriage-portion of the faid E. L. whereof the faid R. D. acknowledgeth the Receipt, and thereof, and of every part and parcel thereof, doth clearly and absolutely acquit, exonerate, and discharge the faid Sir H. L. his, &c. and every of them for ever, by these presents ; as also for other good causes and considerations,
them

them the said R. D. and I. his Wife, thereunto moving, have covenanted, granted, concluded, and agreed, and by these presents, for themselves, their, &c. and every of them, do covenant, grant conclude, and agree, to and with the said Sir H.L. E.L. I.D. R.N. and M.D. and every of them, their and every of their Heirs, Executors, &c. and every of them, that they the said R.D. and I. his Wife, and the Heirs of the said R.D. shall and will before the Feast of, &c. next ensuing the date hereof, at the costs and charges in the Law of him the said R.D. his Heirs, or Assigns, by Fine or Fines, in due form of Law to be levied and pursued with Proclamations according to the Statute in such case provided; and by such name or names, numbers and quantities of Lands, and in such manner and form as by the said Sir H.L. E.L. I.D. R.N. and M.D. or any of them, their, or any of their Heirs, or by their, or any of their Counsel learned in the Law, shall be reasonably devised, advised, and required, convey and assure, unto them the said R. N. and M. D. and their Heirs, or to them, and the Heirs of one of them, all that the Lordships or Mannors of P. and T. in the County of W. with all the Rights, Members, and Appurtenances thereof, and all other the Lands, Tenements, and Hereditaments whatsoever, of him the said R. D. situate lying and being within the Parish of P. in the County aforesaid. And also all those Lands and Grounds, &c. and all other the Lands, Tenements, and Hereditaments of him the said R.D. situate, lying and being within the said Parishes
of

of B.C. and D. aforesaid, with their and every of their Appurtenances ; which said Fine and Fines so to be levied, and the full force, benefit and effect of them, and every of them, shall be adjudged, deemed, and taken to be and enure ; and the Cognisee, in the said Fine or Fines to be named , and their Heirs, and every of them, shall and will stand and be seized of and in the said Mannors, Lands, and other the Premisses, to the use of the said R. N. and M. D. and their Heirs, to the onely intent and purpose, that the said R. N. and M. D. shall stand and be adjudged perfect Tenents of the Free-hold of the said Mannors, Lands, and other the Premisses, and of every part and parcel thereof, until a perfect Recovery may be lawfully had and executed of the said Mannors, Lands, and other the Premisses, against the said R. N. and M. D. And it is further hereby granted , concluded, and agreed by and between all and singular the parties to these presents. And the said R. D. doth further by these presents, for himself, and his, &c. and every of them, covenant, grant, conclude, and agree, to and with the said Sir H. L. E. L. I. D. R. N. M. D. E. N. and F. B. and every of them, their, and every of their Heirs, &c. and every of them , That the said E. N. and F. B. shall and may before the Feast of, &c. at the costs and charges in Law of him the said R. D. his Heirs, or Assigns, commence and prosecute one Writ, or several Writs of Entry, disseisin in the Post, after the manner and course of common Recoveries , against the said R. N. and M. D. whereby they the said E. N. and F. B. shall

shall demand against them the said R. N. and M. D. the said Mannors, Lands, and other the premisses, and every part and parcel thereof, by any name or names whatsoever, unto which the said Writ or Writs, the said R. N. and M. D. shall appear in proper person, or by their Attorney or Attorneys, lawfully and sufficiently authorized, and shall vouch to warrantie the said R. D. and that the said R. D. shall appear upon the same Voucher in proper person, or by his Attorney or Attorneys, lawfully and sufficiently authorized, and shall vouch to warrantie the common Vouchee; and that the common Vouchee shall appear and imparl, and afterwards make default whereby a perfect Judgement may be had and given for the demandants in the same Writ or Writs against the said R. N. and M. D. for the recovery of the said Mannors, Lands, and other the premisses; and likewise for the said R. N. and M. D. to recover in value against the said R. D. after the manner and course of common Recoveries for assurances of Lands in such case used. And it is further hereby granted, covenanted, concluded, and agreed, by and between all and singular the parties to these presents, their Heirs and Assigns, that the said Recovery, and their Heirs shall from and immediately after the knowledging and perfecting of the said Recovery or recoveries, stand and be seized of the said Mannors, Lands, and other the premisses, and of every part, and parcel thereof; and that the same Recovery or Recoveries, Judgement or Judgements, and every thing and matter thereupon exceeding, shall

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then,

then, & from thenceforth be deemed, had, taken, and enure to the several uses, intents, and purposes, herein afterwards particularly mentioned, expressed, and declared, and to no other use, intent, or purpose, that is to say, of, for, and concerning the aforesaid Lordship or Mannor of P. with its Rights, Members and Appurtenances, and all other the Lands, Tenements, and Hereditaments of him the said R. D. within the aforesaid Parish of P. and all the aforesaid Lands and Grounds, called F. to the use and intent, that the aforesaid I. D. and his Assigns, shall and may yearly, and every year, for and during the life of the aforesaid R. D. if he the said I. D. shall so long live, have and perceive an yearly Rent-charge of Two hundred pounds of, &c. and to be issuing and going out of the said Mannor of P. and other the last mentioned premisses, the same to be paid at two Feasts or Terms of the year, that is to say, at, &c. by equal Portions, the first payment thereof to begin and to be made at the Feast of, &c. next ensuing, and not before; And the said R. D. doth for himself, his, &c. grant and agree to and with the said I. D. and his Assigns, that if it shall happen the said yearly Rent-charge of Two hundred pounds, or any part thereof, to be behind and unpaid, in part, or in all, at any Feast of the Feasts aforesaid, in which the same ought to be paid as aforesaid, that then and so often, and at all times from thenceforth, it shall and may be lawful to and for the said I. D. and his Assigns, and every of them, into the said Mannor of P. and other the said last mentioned
pre-

premisses, and into every or any part or parcel thereof, to enter, and for the said Rent-charge so behind and unpaid to distrain, and the distress and distresses so there from time to time to be had and taken, to lead, drive, take, carry away, impark and impound, and in Pound to detain and keep until the said Rent-charge (so behind and unpaid, as aforesaid) and every part thereof shall be unto the said I. D. and his Assigns, well and truly satisfied and paid. And of, for, and concerning the Free-hold and Inheritance of the said Mannor of P. and other the said last mentioned premisses themselves (charged or chargeable with the Rent-charge as aforesaid) to the use and behoof of the said R. D. for and during the term of his natural life, if he the said I. D. shall so long live: and immediatly from and after the determination of the last mentioned Use and Estate, then to the use and behoof of the aforesaid E. L. for and during the term of her natural life, for her Joynture, and in lieu and satisfaction of her Dower: and from and after her decease, in case she shall die living the said R. D. then to the use of the said R. D. for and during the term of his natural life; and from and after the decease of the said R. D. to the use and behoof of the said I. D. his Heirs and Assigns for ever. And of, for, and concerning so much of the premisses as are before mentioned to lie within the aforesaid Parishes of B. C. and R. and the Burrough of D. aforesaid, or within any of them (except the aforesaid Lands and Grounds called F.) to the use and behoof of the said R. D. for and during the term of his

natural life, without impeachment of waste, and from and after his decease, to the use of the aforesaid I. D. for and during the term of her natural life, for her Joynture, and in lieu and satisfaction of her Dower; and from and after her decease, to the use and behoof of the said I. D. his Heirs and Assigns for ever; and for and concerning the aforesaid Mannor of Y. and so much of the premisses, as are before mentioned to lie in C. B. P. M. W. &c. or any of them, to the use and behoof of the said R. D. his Heirs and Assigns for ever. Provided always, and it is the true intent and meaning of these presents, and of the Parties to the same, and accordingly by and between them all agreed, covenanted and granted, That it shall and may be lawful to and for the said R. D. from time to time, and at all times, during the natural life of him the said R. D. by his Writing or Writings indented, under his Hand and Seal, to make any Lease or Leases in Pion for one and twenty years, or under, or for one, two, or three lives, or for any number of years determinable, upon one, two or three lives, of any of the Lands or Tenements herein before limited, to or for the Joynture of the said I. D. which are now in lease.

Power to
make Leases.

And further, That it shall and may be lawful to and for the said R. D. as well from time to time, and at all times hereafter during the joynt lives of him the said R. D. and of I. D. aforementioned; as also from time to time, and at all times hereafter, during the said R. D. his own life, in case the said R. D. shall happen to survive

vive the said E. L. to grant any of the Copyhold-Lands, and parcel of the said Mannor of P. by copy of Court-roll, according to the custome of the said Mannor ; and by his Writing or Writings indented under his Hand and Seal, to make any Lease or Leases in possession of one and twenty years , or under , or for one, two, or three lives, or for any number of years determinable , upon one , two , or three lives of any of the Lands , parcel of the said Mannor , and now in Lease ; so as upon all, and every the said Leases and Grants, so to be made, as aforesaid, by force of this proviso, the old and accustomed yearly Rents, or more be reserved, and be and do continue yearly due and payable, during the continuance of the said Leases and Grants to such person or persons for the time being, to whom the next and immediate Reversion or Remainder of the same, by the true intent and meaning of these presents, shall of right belong or appertain ; and for the better assurance, and sure making of all and every the same Lease and Leases, Grant or Grants to be had or made, according to the true intent and meaning of these presents, it is further covenanted, granted, concluded, and agreed by and between the parties to these presents, That the said Recovery and Recoveries to be had and suffered, as aforesaid, shall be, and shall be adjudged, and taken to be, and they the said E.N. and F.B. and their Heirs, shall stand and be seized of and in the premisses so to be leased or granted, as is aforesaid ; and every part thereof, as for and concerning onely so much of all and every

the same Lands and Tenements, as so shall happen to be leased or granted, as is aforesaid, to the onely use and behoof of all and every such person and persons to whom any such Lease or Leases, Grant or Grants, shall be so made, their Executors, Administrators, and Assigns, and every of them, in all things according to the true intent and meaning of the same: and from and after the severall expirations of the same Leases and Grants so to be had or made, and as they shall severally determine, then to such further uses, purposes, and intents as have been before in these presents expressed and declared; and as by the true intent and meaning of these presents, they should or ought to have done, if no such Lease or Leases had been thereof had nor made, any matter or thing to the contrary thereof in any wise notwithstanding. And the said R. D. doth by these presents, for him, his Heirs, Executors, Administrators, and Assigns, and every of them, covenant and grant to and with the said Sir H. L. his, &c. and every of them, in manner and form following; that is to say, That all and singular the Mannors, Lands, Tenements, and Hereditaments herein before mentioned (other than such as are herein before limitted to the use of the said R. D. and his Heirs) now are, and so at all times from henceforth shall or may remain, or continue to the uses, intents, and purposes herein before (as concerning the same) mentioned and declared, free and clear, and absolutely acquitted, exonerated, and discharged, or otherwise from time to time, and at all times hereafter, well and sufficiently saved,

saved, defended and kept harmless and indampnified of and from all and all manner of former and other Gifts, Grants, Bargains, Sales, Feoffments, Intails, Leases, Wills, Joyntures and Dowers, Mortgages, Assignments, Limitation of future Use or Uses, Rents, Arrearages of Rents, Annuities, Conditions, Statutes Merchant, and of the Staple, Recognizances, Bonds, Penalties, Debts and Accounts to the Kings Majesty, Judgments, Executions, Extents, Forfeitures, Issues, Amerciaments, Fines, Post-fines, Fees, Intrusions, Liveries, Caster-lemains, License of Alienation, Seizures, and Causes of Seizures, Extreats, and of and from all and all manner of other Rights, Titles, Troubles, Charges and Incumbrance whatsoever be had, made, committed, or done, or wittingly or willingly suffered, or to be had, made, committed, or done, or wittingly or willingly suffered to be done by the said R.D. or by any other person or persons lawfully claiming from, by, or under him, or by his means, assent, consent, or procurement (the chief Rents and Services to become due and payable for the same to the chief Lord or Lords, of the Fee or Fees thereof, and all Leases heretofore made, or at any time or times during the life of the said R. D. hereafter to be made accordingly to the aforesaid Proviso, for one and twenty years, or under, or for one, two, or three lives, or for any number of years determinable upon one, two, or three lives of any of the Lands and Tenements here before limited, to, or for the Joyntures of the aforesaid I. D. and now in Lease, and all Leases heretofore made,

or at any time or times, as well during the Joyntures of the said R. D. and I. D. as also during the said R. D. his own life, in case the said R. D. shall happen to survive the said E. L. hereafter to be made according to the said Proviso for one and twenty years, or under, or for one, two or three lives, or for any number of years determinable upon one, two, or three lives, of any of the Lands, parcel of the said Mannor of P. and now in Lease, and all Grants by Copy of Court-roll heretofore made; or at any time or times, as well during the Joynt-lives of the said R. D. and I. D. as also during the said R. D. his own life, in case he the said R. D. shall happen to survive the said E. L. hereafter to be made according to the said Proviso of any of the Copy-hold, Tenements, parcel of the said Mannor according to the custome of the said Mannor, upon all and every which said Leases and Grants, the old accustomed yearly Rents or more, are and shall be reserved, and shall be and continue yearly due and payable, during the continuance of the said Leases and Grants to such person or persons for the time being, to whom the next or immediate Reversion or Remainder of the same, by the true intent and meaning of these presents, shall of right belong or appertain, excepted and fore-prised. In witness, &c.

This Indenture made, &c. Between A. B. of, &c. and E. his Wife, of the one part, and C. D. of, &c. and E. F. of, &c. of the other part, Witnesseth, That it is covenanted, concluded, condescended, declared, and fully agreed betwixt the said parties, and either of the said parties for him,

him, and his and their Heirs, Executors, and Administrators, doth conclude, condescend, declare, and agree by these presents, to and with the other, his and their Heirs, Executors, and Administrators, in manner and form following: (that is to say) That whereas in *Hilary*-Term last, one Fine upon acknowledgement of right in due form of Law was had and levied before his Majesties Justices in the Court of Common-pleas at *Westminster*, with Proclamations according to the form of the Statute in that case provided, between the said C.D. Plaintiff, and A. B. and E. his Wife, deforceants of one Messuage, &c. in, &c. By the name of, &c. as by the Records thereof may appear; That the intent and true meaning of all the said parties to the same Fine, now is, and at the time the same Fine so had and levied, was, that the same should be and enure. And that the said C. D. Conusee in and by the said Fine, and his Heirs immediately from and after the said Fine so had, levied, and executed, should and shall stand and be seized of the said Messuage, &c. and of all other the Lands, Tenements, and Hereditaments in the said Fine meant and intended to be comprised, to the use of the said A. B. and his Heirs and Assigns onely, and to none other use, intent, or purpose. In witness, &c.

This Indenture, &c. Between A.B. of, &c. of the one part, and C. D. of, &c. of the other part, Witnesseth, That it is covenanted, &c. That the said A.B. and E. his Wife, before the end of this instant Term of *St. Michael*, upon one Writ of Covenant to be pursued by the said

saïd C. D. out of the high Court of *Chancery*, and returnable before his Majesties Justices of the Common-pleas at *Westminster*, shall knowledge and levie a Fine of all the Mannors of S. D. and M. in the Parishes of D. and S. in the County of G. and of all the Lands, Tenements, Meadows, Marshes, Pastures, Feedings, Woods, Under-woods, Rents, and Services, to any or either of the same Mannors belonging or appertaining, by the name or names of 20 Messuages, 150 acres of Land, 160 acres of Meadow, 500 acres of Pasture, and 50 *l.* rent, and Common of Pasture for all manner of Beasts, with the Appurtenances in Dale and Sale. And nevertheless it is covenanted, granted, and agreed between the saïd A. B. and E, and C. D. their Heirs, Executors and Assigns by these presents. And the saïd A. B. and E. his Wife, do for them, their Heirs, &c. to and with the saïd C. D. in manner following, That the saïd Fine, and the Use and Execution thereof, as to the Mannor of S. with the Appurtenances, and one Messuage, &c. shall be to the use of, &c. And that the saïd Fine, and the Use and Execution thereof, as to the Mannor of D, with the Appurtenances, to the use of, &c. And as to and for the Mannor of M. with the Appurtenances, and all other Lands, Tenements, and Hereditaments, the use whereof in the abovesaid Fine in form abovesaid, to be levied and acknowledged by this Indenture not limited or appointed to the use, &c. In witness, &c.

This Indenture (as in the last) to the uses following, that is to say, to the use, intent and pur-

purpose that the said A.B. and his Assigns, shall have, perceive, and take from time to time, during his life, one yearly rent of Fifty pounds of lawful, &c. to be issuing and going out of all and singular the said premisses, and to be paid at four several Feasts in the year (*viz.*) the Feasts of, &c. by equal portions. The first payment to be, &c. And that if, and as oft, as the said yearly Rent shall happen to be behinde, &c. (as in other cases) and as touching and concerning the said Mannor and Land charged with the said Rent as aforesaid (saving, reserving and preserving the said yearly Rent of Fifty pounds unto the said A. and his Assigns, according to the Estate to him thereof limitted, and saving, reserving, and preserving remedy for him and his Assigns by *nomine pænæ*, distress, and otherwise) to the onely use and behoof of the said C. D. and his Heirs and Assigns, until default of payment of the said yearly Rent, by the space of such three months as are herein after mentioned, and being lawfully demanded at the Tolsy aforesaid. Provided always, and it is further agreed between all the said parties, That if it shall happen the said yearly Rent to be behinde, or unpaid in part, or in all, &c. by the space of, &c. the same being lawfully demanded at the Tolsy, &c. That then the said Fine, and every other assurance to be had or passed of all or any of the said premisses, shall be and enure to the use of the said A. B. his Heirs and Assigns for ever, and to none other use, intent, or purpose. In witness, &c.

Pro-

Provided always, and it is fully concluded, meant, or agreed by and between the said parties to these presents, and their Heirs, that if the said A. B. at any time hereafter during his life, shall be minded upon whatsoever cause or occasion seeming meet or convenient to him to adnul, make void, alter, or change the Use or Uses, Estate or Estates, or any of them, limited, raised, imployed, intended, or made by these presents, touching all the said Mannors and Premisses contained in these presents, or else touching some part, or any part thereof onely. And thereupon by any Writing subscribed with his Name, and sealed with his Seal, in the presence of two or more Witnesses, and delivered to the said C.D. or his Heirs, or by his Writing under his Seal, and in any of his Majesties Courts of Record at *Westminster* to be inrolled, do and shall signifie, and declare, That his intent and pleasure is, to revoke and make void the Uses, Intents and Estates, or any of them, limited and appointed in or by these presents, touching the said whole Premisses, or touching some or any part thereof, that then and from thenceforth all the Uses, Behoofs, Intents, and Estates made, limited, and appointed in or by these presents, shall be utterly void, and of none effect touching all such part and so much of the said premisses in and concerning which the said A. B. shall so signifie and declare, that his will and pleasure is, That the Uses, Behoofs, or Estates aforesaid, or any of them, shall be void, or of none effect. And that then the said parties, and every, any, or either of them, and all
and

and every other person or persons that now stand, or be seized, of all and singular the said Mannors and Premisses, or of, or in any part thereof, shall from thenceforth stand and be seized of all and singular the said Mannors and Premisses in which the said A.B. shall so signifie and declare, That the Uses, Behoofs, or Estates aforesaid, or any of them, shall be void, or of none effect, or of such part thereof, in which the said A. B. shall so signifie and declare, That the Uses and Estates aforesaid, or any of them, shall be void, and of none effect, to the use of the said A. B. his Heirs and Assignes for ever; any thing herein aforesaid to the contrary hereof, notwithstanding.

This Indenture made, &c. Between A. B. of, &c. on the one part, and C. D. of, &c. on the other part. Then recite the deed of Uses, or so much thereof as concerneth the raising of the Uses or Estates, and the power reserved to make them void or alter them. And then say, And whereas the said A. B. at the time of the making of the said Indenture in these presents above-recited, was seized of an Estate of Inheritance amongst other the Lands, Tenements, Hereditaments aforesaid, of and in one Close, &c. whereupon, and for and in consideration, that the said A. B. is indebted to divers persons in the sum of Five hundred pounds or thereabouts: and to the end that he the said A. B. may have full power to sell or alien some part of the Premisses for the payment of his said Debts; it is now covenanted, granted, concluded, and agreed upon, between the

the said A.B. and C.D. And the said A. B. and C. D. do each of them, for him, and his Heirs, covenant and agree with the other and his Heirs, by these presents, That from and after the time of the inrolment of this Deed in his Majesty's High Court of *Chancery*, that all and every the said use and uses, considerations and intents limited, declared, and mentioned in the abovesaid Indenture in these presents above comprized; and to and as concerning onely all and singular the several parcels of the premisses before particularly mentioned, shall be utterly void, frustrate, and be determined and ended; and that the said A.B. and his Heirs, and all and every other person and persons, which now stand and be seized, or at any time hereafter shall stand and be seized, of and in the said several parcels particularly abovementioned, with the Appurtenances, shall from the time of the inrolment of these presents, stand and be of all and every the said particular parcels abovementioned onely with their Appurtenances, seized to the onely use of the said A. B. his Heirs, and Assigns for ever, and to none other use, intent, or purpose. In witness, &c.

This Indenture tripartite; Between A. and E. his Wife, of the first part, B. of the second part, and C. of the third part, and E. of the fourth part, Witnesseth, That whereas the said A. and E. his Wife, by their Indenture, bearing date, &c. for the consideration therein mentioned, did grant, &c. unto the said B. his Heirs and Assigns, all that Messuage, &c. to be had and holden to the said B. his Heirs and Assigns,
to

to the onely use and behoof of the said B. his Heirs and Assigns for ever, as by the same Indenture (amongst other things) may more at large appear. And whereas the said A. and E. his Wife, by their other Indenture, bearing date, &c. for the, &c. did grant, &c. to the said C. &c. (as in the last.) Now this Indenture witnesseth, That for the several considerations in the said several Indentures mentioned, and for and in part of performance of part of the several Covenants therein severally contained; it is mutually covenanted, granted, concluded, and agreed by and between all and every the said parties to these presents, and their Heirs, That the said A. and E. his Wife, at the indifferent and reasonable costs and charges in the Law of the said B.C. and D. or one of them, before the twentieth day of, &c. now next coming, shall and will acknowledge and levie one Fine, with Proclamations according to the Statutes in that behalf made and provided, after the common and usual course of Fines in such cases used, unto the said B. and his Heirs, of all the said Messuages, Lands, Meadows, and Pastures, in and by the said recited Indentures mentioned to be severally and respectively conveyed, assured to the said B. C. and D. as aforesaid, by the name or names of one Messuage, one Garden, one Orchard, fifteen acres of Land, forty acres of Pasture, with the Appurtenances in W. which said Fine so to that effect to be acknowledged and levied, shall be and enure, and shall be taken, construed, expounded, and adjudged to be and enure. And the said E. Conusee, in and by

by the said Fine to be named, and his heirs at the time of levying and acknowledging thereof, and ever afterwards shall stand and be seized of all the said Messuage, Lands, Meadows, Pastures, and Hereditaments with the appurtenances in the said several recited Indentures mentioned and contained to the several uses, purposes, and behoofs therein severally and respectively specified, limited and declared, according to the purport, true intent and meaning of the said recited Indentures, and to and for none other Lands, Tenements and Hereditaments, than in the said recited Indentures are mentioned and contained; and to or for none other uses, intents or purposes whatsoever, but in confirmation and corroboration of the said assurances formerly made, and estates thereby intended to be made, In witness, &c.

This Indenture, &c. between A. of the first, and B. of the second; C. of the third, and D. of the fourth part: Whereas the said A. is seised of his demesne as of fee of and in one piece of Land, &c. which he the said A. lately purchased of one T. C. and whereas the said B. is seised of his demesne, of and in one messuage with a craft, &c. which the said B. lately purchased of T. G. and whereas the said C. is likewise seised in his demesne as of Fee of, and of and in one piece of Meadow, which he hath purchased of one I. D. as by the several Deeds of purchase may appear. And they the said A. B. and C. being of the said premisses so severally seised, as aforesaid. Now these presents do witness, that it is fully covenanted, &c.
that

that they the said A. B. and C. shall on this side the Feast of, &c. next after, &c. in due form of Law, levy and acknowledge a Fine *sur cognisance de droit come ceo*, &c. with Proclamations according to the Statute in that case made and provided, before the Kings Majesties Justices, &c. to the said D. and his heirs of all and singular the said premisses by the name of, &c. with the appurtenances in D. and S. in the County of G. And that the said Fine so to be levied, shall be and enure, and shall be deemed, construed and taken to be and enure: and the said D. and his Heirs, shall by virtue thereof, stand and be seised of and in all and singular the said premisses, with the appurtenances, to the several uses and purposes, and in manner and form following; that is to say, of and in the aforesaid parcel of Land, &c. mentioned to lye in the Fields, &c. to the onely use and behoof of the said A. and his Heirs. And so for the rest likewise to B. and C. In witness, &c.

This Indenture tripartite made, &c. between A. of the first part, and B. of, &c. of the second part, and C. of the third part. Whereas Actions, Controversies, Suits and Demands have been heretofore had and moved between the said A. and the said B. their Farmours and Tenants respectively, for, touching and concerning the Inheritance, and Fee-simple of the Lands, Rents, Tenements, and Grounds hereafter mentioned, whether the same did or should belong to the said A. as parcel of the Mannor of W. or to the said B. as parcel of the Mannor of C. in the said County of G. that is to say,

a parcel or Close of Meadow-ground, called or known by the name of *Matrevers* Mead, containing by estimation four Acres, and of a Rent of two Shillings and two Pence *per Annum*, due and payable by I. D, which Rent hath been heretofore used to be paid as a chief-Rent, or Rent-service, parcel of, or belonging to the Mannor of W. in the said County of G. And of, &c. all which premisses are situate, lying and being in or neer W. or A. in the said County of G. and in the Parishes, Townships, Villages, Hamlets, or Fields of K. M. R. W. and A. or some, or one of them, in the said County of G. Now this Indenture witnesseth, that for the appeasing and final ending of all and singular the said Suits, Controversies, Claims and Debates concerning the said premisses, it is covenanted, condescended and agreed by, and between the said Parties to these presents, That one Fine *Sur consens de droit cum ceo*, &c. shall before the Feast of, &c. be had, acknowledged, levied, and suffered, and passed in due and usual Course and Form of Law between the said C. Plaintiff, and A. and B. Defendants, of, and concerning all and singular the said Mill, Lands, Tenements, and Hereditaments, & Premises, by the name or names of &c. with the Appurtenances in W. M. and A. in the said County of G. by which Fine the said A. and B. shall acknowledge the said Tenements, Rents and Premises to be the right of the said C. which the said C. hath of the gift of the said A. and B. and the same shall remise and quit claim from themselves, the said A. and B.

and

and their Heirs, unto the said C. and his Heirs for ever, with several warranties of usual form to be contained in the said Fine, by and against the said A. and B. and their Heirs severally; and the said Fine shall be proclaimed in due form of Law, and according to the Statute in that behalf; and the same Fine shall be and enure, and shall be deemed, taken, construed and expounded to be and enure; and the said C. conusee in and by the said Fine, or any other like Fine or Assurance; and their and every of their Heirs and Assigns, shall thereby stand and be seized to and for the uses, intents, and purposes hereafter following, and to and for no other uses, intents, or purposes; that is to say, of, for and concerning the said Meadow-ground, called or known by the name of, &c. and the said Ground, &c. and the said Rent of two Shillings and two Pence to and for the use and behalf of the said A. and of his Heirs and Assigns for ever; and of, for and concerning the said Close, or parcel of, &c. to and for the use and behalf of the said B. and of his Heirs and Assigns for ever. In Witness, &c.

This Indenture, &c. Between A. of the one part, and B. of the other part: Whereas the said B. hath this present Term of St. *Hillary* recovered to him and his Heirs for ever, by a Writ of Entry upon a disseisin in the post had and prosecuted against the said A. before Sir A. B. &c. one of the Justices of the Kings Majesties Court of Common-Pleas at *Westminster*, according to the usual Order and Form of Common Recoveries heretofore used, the Mannor of S.

with the Appurtenances, and divers other Lands, Tenements and Hereditaments situate, lying and being in the Towns, Parishes, Hamlet, and Fields of S. T. W. and S. in the County of G. at the time of the said Recovery had, being the Inheritance of the said A. B. (other than such Messuages and Lands as the said A. lately purchased of one P. S.) by the names of the Mannor of S. forty Messuages, thirty Tofts, thirty Gardens, three Dove-houses, one Windmill, two thousand Acres of Land, five hundred Acres of Meadow, two thousand Acres of Pasture, five hundred Acres of Wood, two thousand Acres of Moor, with the Appurtenances, S. T. W. S. Now this Indenture witnesseth, That it is covenanted, condiscended, concluded, declared, and fully agreed between the said Parties to these presents, and either of the said Parties for him, &c. in manner following, That the intent and true meaning of all the said Parties, now is, and at the time of the said Recovery should and shall be and enure, and construed to be and enure; and that the said B. and his Heirs immediately from and after the said Recovery so had and executed, should and shall stand and be seised of the said Mannour, and of all other the Lands, Tenements and Hereditaments, with the Appurtenances in the said Recovery meant and intended to be comprised (that is to say) of and in the Mannor of S. with the appurtenances at the time of the said Recovery had, being the inheritance of the said A. B. (the Lands, Tenements, and Hereditaments by him lately purchased

chased of P. S. only excepted as aforesaid) to the onely uses and intents hereafter by these presents set forth and declared, and to none other uses, intents or purposes, (that is to say) to the use of the said A. for the term of his natural Life; and after the decease of the said A. then to the use and behoof of the eldest Son lawfully begotten of the said A. and the Heirs Males of the body of the said eldest Son. And for default of such Issue, to the right Heirs of the said A. for ever.

This Indenture, &c. Between A. of, &c. and B. of, &c. on the other part, Witnesseth, That it is covenanted, &c. That the said B. shall in *Easter-Term* next recover to him and his Heirs for ever, by a Writ of Entry upon a disseisin in the Post, to be had and prosecuted against the said A. before the Kings Majesties Justices of his Court of Common-Pleas at *Westminster*, according to the usual course of common Recoveries heretofore had, the Mannour of S. with the appurtenances in D. in the County of G. being now the Inheritance of the said A. and that the said Recovery so to be had, and the full force and execution thereof shall be and enure, and shall be deemed, construed, and taken to be and enure; and the said B. and his Heirs and Assigns shall from and after the time the said Recovery shall be had and perfected, stand and be seised of all the said Mannour with the Appurtenances, to the only use and behoof of the said A. his Heirs and Assigns for ever, and to none other use, intent, or purpose whatsoever. In witness.

T 3

Or

Or thus : Witnesseth, That it is covenanted, &c. that T. U. before the twentieth of May next by Writ of Entry *sur disseisin in the post*, to be by them sued forth at the costs and charges of the said C. D. in the Court of the Common-Pleas at *Westminster*, before the Judges there, against him the said C. D. then in possession of the said premisses, shall recover the said Mannour of S. with the Appurtenances, hereby before bargained and sold in due Form of Law against the said C. D. by some name or names in the said Writ and Recovery to be contained, and therein the said C. D. shall appear and vouch over to warranty the said S. T. who shall appear and vouch over common Vouchee. And that they the said C. D. and S. T. shall do and suffer all and whatsoever shall be necessary for the passing and perfecting of a common Recovery of the said Mannour, according to the course of common Recoveries and Assurances of Lands, Tenements and Hereditaments. And that the said Recovery so to be had as aforesaid, and the full force and execution thereof, shall be and enure, and shall be had, taken, &c.

SECT. 8.

Division of Land.

This Indenture made, &c. Between M. of the one part, and D. of, &c. of the other part, Witnesseth, That whereas the said M. and I. do at this present hold and enjoy a Messuage or Tenement, or divers Lands, Meadows,

dows, Feedings and Pastures, the same belonging with their Appurtenances in H. afore-said, as Tenements in common: Now the said Parties for divers good causes and considerations them especially moving, and for the settling and establishing the same for their future peace, have, through the assistance of I. C. and A. C. and T. R. honest and indifferent men elected and chosen by their mutual assents for that purpose, made partition, allotment and division of the premisses, And by these presents do make partition, division and allotment of the said Messuage, Lands, Tenements and Premisses in manner and form following; first, it is covenanted, granted, concluded and agreed between the said Parties: And the said I. A. doth for her self, her, &c. covenant, grant, conclude, and agree to and with the said M. A. her Heirs, &c. by these presents, that she the said M. her Heirs and Assigns, shall have, hold, occupy and enjoy for her and their part, purpurtie and portion of the said Messuage, Land and Tenements, the lower house, &c.

And the said M. A. doth for her self, her, &c. covenant, grant, conclude and agree to and with the said I. A. and her, &c. That she the said I. A. and her Assigns shall have, hold, occupy and enjoy for her and their part, purpurity and portion of the said Messuage, Lands and Tenements, the Hall, &c.

And the said M. A. doth for her self, her, &c. to and with, &c. by these presents, That she the said I. A. and her Assigns shall and may during the natural Life of the said M. A. quietly,

etly, &c. the part, purpurty and portion of the said Messuage, Lands and Tenements assigned and allotted to her as aforesaid, as the same is now divided and set out from the other part thereof with marks, meets and bounds, without any let, trouble, &c. as in other Covenants of this kind.

The like Covenant from I. A. unto M. A. &c.

This Indenture made, &c. Between, &c. Whereas, &c. one W. H. of, &c. by his deed of Feoffment indented, bearing date, &c. made between, &c. and by divers other sufficient Conveyance and Assurance for and in consideration, &c. did alien, &c. unto the said K. and L. all that Capital Messuage, &c. They the said K. and L. of all and singular the before-mentioned Messuages, Lands, Tenements, and other the Premisses, with their appurtenances, being jointly seized unto them and their Heirs according to the afore-recited Deed of Feoffment indented, and other assurance to them thereof made by the said W. H. as aforesaid. Now this present Indenture witnesseth, That the said K. and L. do think it meet and convenient, and accordingly are fully agreed, that partition should be had and made between them, of all and singular the said premisses with their appurtenances, whereof they stand jointly seized to them and their Heirs as aforesaid; to the intent that they and their Heirs may from henceforth have, &c. their moities and parts thereof in severalty. It is therefore covenanted, granted, concluded and agreed, by

by and between the said Parties, and each of them, for him and his Heirs, doth covenant, grant, conclude, condescend, and fully agree to and with the other and his Heirs in manner and form following. And first the said K. for him, his Heirs and Assigns, doth covenant, grant and agree to and with the said L. his Heirs, &c. That he the said L. shall or may from henceforth have, hold, occupy, possess, and enjoy to him and his Heirs for ever in severalty, in full satisfaction of his moiety of the said Lands, Tenements, and Hereditaments before mentioned. All that, &c. To have and to hold, &c. to the said L. his Heirs and Assigns in severalty for ever; to his and their only and proper use and behalf for ever:

And the said K. for him, his Heirs, &c. remisseth, releaseth, and quit-claimeth unto the said L. his Heirs and Assigns for ever, all the Right, Title, Estate, Portion and Interest whatsoever, which the said K. now hath, or hereafter may have of, in or to the premisses, or any part thereof by these presents allotted, assigned and appointed unto him the said L. and his Heirs. The like from L. to K. for the other part allotted to him.

SECT. 9.

This Indenture, &c. Between A. B. of, &c. of the one part, and C. D. of, &c. of the other part, Witneseth, That the said A. B. in consideration of, &c. hath granted, &c. And by these presents doth grant, bargain, sell, enfeoff and confirm unto the said C. D. all that
Messuage,

Messuage, &c. To have and to hold to the said C. D. his Heirs and Assigns from the day of the date of these presents, quietly and peaceably to have, hold, &c. without the let, &c. of the said C. D. &c. so long as, and so as the said A. B. his Heirs, Executors, Administrators and Assigns, or any of them shall pay, or cause to be paid to the said C. D. his, &c. yearly and every year hereafter the sum of, &c. alwaies in and upon the Twentieth day of, &c. at or in, &c. Provided alwaies, that if the said A. B. his, &c. or any of them, shall pay or cause, &c. unto the said C. D. his, &c. in and upon the twentieth of May, in any year hereafter, at or in the place aforesaid, the sum of, &c. at one entire payment, notice and warning of the payment thereof in manner aforesaid, by the space of one whole year, before two credible Witnesses at the least, being first given and delivered in writing to the said C. D. his, &c. and no default having been formerly made in the payment of the said yearly sum of, &c. herein before-mentioned, contrary to the true meaning hereof, that then, &c.

To all, &c. to have, &c. to the said C. D. his, &c. and to the use of the said C. D. his Heirs, &c. upon this Condition following: That if I the said A. B. my Heirs, &c. from time to time for ever hereafter, shall defend and keep harmless, or cause to be, &c. the said C. D. and one E. F. of, &c. and either and every of them, their Heirs, &c. against M. P. of, &c. his Executors, &c. of, for and concerning two several Writings obligatory, in which the said C. D. and
E. F.

E.F. stand joyntly and severally bound and holden to, &c. in the several sums of money, &c.

To all, &c. A.B. of, &c. Greeting, whereas I the said A.B. by my Deed of Feoffment, bearing date, &c. did enfeof, C.D. of, &c. to the use of him, and his Heirs for ever, of and in one Messuage, &c. under condition to pay, &c. yearly upon the Twentieth of May, and the sum of, &c. in and upon any Twentieth day of May, which shall be in any year hereafter, as by the said Deed appeareth, the which said sum of, &c. by the year, and of, &c. at one entire payment, neither I nor any for me hath paid. Know ye therefore, that I the said A. B. (in consideration of, &c. more to me, &c. in full satisfaction of, and for the full price and value of the said Messuage, &c. whereof I do hereby acknowledge the Receipt, &c.) do by these presents, for me and my Heirs, as much as in me lieth, ratifie and confirm unto the said C. D. (in his full and peaceable possession now being) his Heirs and Assigns, the said Messuage, &c. with their and every of their appurtenances. To have and to hold to the said C. D. his Heirs and Assigns, and to his and their uses for ever. And I do also for me my Heirs and Assigns remise, release, and for ever hereafter quit claim to the said C. D. his Heirs and Assigns; all my Estate, Right, Title, possession, Reversion, Remainder, Condition, and possibility of Right, Title and demand whatsoever, which I ever had, now have, or hereafter may have, of, in, or to the said Messuage, or any part thereof. So as neither I, nor my Heirs,
nor

nor any other for us, or in our names, shall or may at any time hereafter, have or challenge any Right, Title, Entry, Condition, or Demand in, of or to the same Messuage, &c. or any part thereof, but thereof shall be for ever hereafter barred and excluded by these presents. And I the said A. B. and my Heirs, the said Messuage with the Appurtenances to the said C. D. and his Heirs, against me and my Heirs, will for ever hereafter warrant by these presents. In witness, &c.

SECT. 10.

A Gift of Land.

To all, &c. Know ye that I A. B. of &c. in consideration of, &c. have given and granted, and by this my present writing confirmed to C. D. of, &c. all, &c. To have and to hold to the said C. D. and the Heirs of his body lawfully begotten, or to be begotten. And for default of such Issue, the remainder thereof to R. B. son of R. B. of, &c. and the Heirs of the body of the said R. B. the son; and for default of such Issue, the remainder thereof to the said R. B. the Father, and his Heirs for ever. In witness, &c.

To all, &c. Know ye, &c. To have and to hold to the said C. D. and the Heirs Males of the body of the said C. D. on the body of E. D. his now Wife, lawfully begotten and to be begotten. In witness, &c.

To all, &c. Know ye, &c. To have and to hold to the said C. D. and E. D. his Wife, and
the

the Heirs males of their bodies between them lawfully begotten, &c. In witness, &c.

S E C T. II.

Leases and Assignments of Land.

This Indenture witneseth, That the said A. B. for and in consideration, &c. doth remise, &c. to the said C. D. E. D. and F. D. all that his Messuage or Tenement with the Appurtenances, and all and singular Shops, Sellers, Sollers, Chambers, Rooms, Entries, Ways, Yards, Backsides, Lights, Easments, Profits, and Commodities whatsoever to the said Messuage or Tenement belonging or appertaining, or to or with the same used, occupied, or enjoyed, late in the tenure of, &c. situate, &c. To have and to hold to the said C. D. and to his Assigns, for and during the term of his natural Life, the remainder thereof to the said E. D. his Wife, and to her Assigns, for and during the term of her natural Life; the remainder thereof after the several Deaths of the said C. D. and E. D. unto the said F. D. for and during the term of his natural life.

Or thus: To have and to hold to the said C. D. and E. D. for and during their natural Lives, and the life of the longest Liver of them, the remainder after their deceases, unto the said F. D. for and during the term of his natural Life.

Or thus: Between A. B. of, &c. and C. D. of, &c. Witneseth, That the said A. B. hath, &c.
to

to C. D. to have and to hold to the said C. D. and his Heirs, for and during the term of the natural lives of W. S. of, &c. T. V. of, &c. and R. K. of, &c. and for and during the life of the longest liver of them. Or to have, &c. to him the said C. D. and his Heirs, for and during the term of his natural Life, and the Lives of W. S. for I. S. and for and during the Life of the longest Liver of them. Yielding, during the said term or Estates, &c. unto the said A. B. his, &c. the rent of, &c. and yielding and paying therefore also unto the said A. B. his, &c. for and upon any Alienation, Demise or Grant of the premisses, or of the greater part thereof, and for and upon any change of Tenant or Tenants of the premisses, during the said Estates, or any of them, the sum of, &c. for every Alienation, Change, or Demise, as oft as the same shall be, in the name of a Fine for Alienation. The same to be paid to the said A. B. his, &c. at the Messuage and Tenement aforesaid, within the space of, &c. next ensuing the first of the Feasts aforesaid, which shall next come, or happen to be after any such Alienation as aforesaid. And the said C. D. doth for himself, his Heirs, &c. covenant, &c. That the said C. D. E. D. and F. D. and the longest Liver of them shall and will during the term of their Lives, and the Life of the longest Liver of them, &c. repair, &c. and hereupon livery of seisin must be made by the Lessor in person, or by his Attorney, by virtue of a Letter of Attorney, which then must be made in the Deed. See for this in its place.

Or

Or thus : This Indenture, &c. Between A. B. of, &c. and C. D. of, &c. Witnesseth, That the said C. D. and E. D. his Wife, for and during the term of their natural lives, and the life of the longest liver of them, and after their deceases the Remainder to C. D. Son of the said C. D. and E. his Wife, for the term of his natural life. In witness, &c.

This Indenture, &c. Between C. D. of the one part, and E. F. of, &c. of the other part. Whereas A. B. did by his Indenture dated the twentieth of, &c. demise, &c. to C. D. all that Messuage, &c. To have and to hold to the said C. D. for the term of his natural life, the Remainder thereof to, &c. [as in the Lease] as by the same at large appeareth. Now this Indenture witnesseth, That the said C. D. (in consideration of, &c.) hath granted, bargained, sold, and by these presents doth grant, bargain, sell, demise, and assigne over unto the said E. F. all the said Messuage, &c. To have and to hold to the said E. F. his Heirs and Assignes, for and during the natural lives of the said C. D. E. D. and F. D. and for and during the life of the longest liver of them the said C. D. E. D. and F. D. and the said A. B. doth covenant, &c. In witness, &c.

This Indenture made, &c. Between A. B. of, &c. of the one part, and C. D. of, &c. of the other part, witnesseth, That the said A. B. in consideration of the sum of Five hundred pounds of lawful, &c. to him in hand paid by the said C. D. the Receipt whereof the said A. B. acknowledgeth, and himself therewith
fully

fully satisfied, and thereof and of every part thereof, hereby acquitteth and dischargeth the said C. D. his Executors and Administrators by these presents, hath demised, betaken, and to Farm letten. And by these presents doth grant, demise, betake, and to farm let, and set unto the said C. D. all that Messuage, to have and to hold to the said C. D. his Executors, Administrators, and Assigns, from the day of the date of these presents, unto the end and term, and for and during the whole term of One and twenty years from thenceforth next ensuing, fully to be compleat and ended.

Or thus : If the case be so ; To have and to hold, &c. from the Feast-day of *St. Michael* the Arch-Angel, which shall be in the year of our Lord 1658, unto the end and term, and for and during the whole term of Fourscore and nineteen years from thenceforth then next following fully to be compleat and ended, if the said C. D. and E. D. now his Wife, and G. H. Son of S. H. of, &c. or either of them the said C. D. E. D. and G. H. shall happen so long to live.

Or thus : To have, &c. immediately from and after the death, surrender, forfeiture, or other final determination or other becoming void of the Estates of one I. S. of, &c. which he now hath of and in the premisses, unto the end and term of One and twenty years from thenceforth then next following fully to be compleat and ended ; yielding and paying therefore during the said term unto the said A. B. his Heirs and Assigns, &c. And if it shall

shall happen, &c. the reservation, clause of distress, and degrees of remedy for recovery of the Rent, &c. may be taken out of Chap. 3. Sect. 7. Sect. 8, 9. changing only this, where the Grantee is named, and his Heirs and Assigns; instead of Heirs and Assigns, say, Executors, Administrators and Assigns. And from thence the Covenants are to be taken, as there is occasion, and to be put in here; see them Chap. 3. Sect. 10, 11, &c.

This Indenture, &c. between, &c. have demised, &c. and by these presents, &c. unto the said C. D. that, &c. to have and to hold to the said C. D. his, &c. immediately after the end, expiration, forfeiture, surrender, or other determination of one Lease, now in being, made by I. K. deceased, unto F. R. for the term of Ninety Nine years, if the said F. R. H. his Wife, and W. their Son, or either of them, should so long live, unto the end and term, and for and during the term of Sixty Years, from thenceforth, then next ensuing, fully to be compleat and ended; yielding and paying therefore yearly from and after the expiration, surrender, forfeiture, or other determination of the said Lease made unto the said F. R. during the said term of Sixty Years, the yearly Rent of, &c.

This Indenture, &c. between A. B. of, &c. of the one part, and C. D. of, &c. of the other part. Whereas I. S. did by his Deed indented dated the Twentieth Day of, &c. demise, grant, and let unto the said A. B. (amongst other things) All that, &c. [recite that part
u of

of the land to be assigned] to have and to hold unto the said A. B. his, &c. from the Feast day of, &c. unto the end of twenty years then next ensuing, for and under the yearly Rent of, &c. and divers other Covenants and Agreements therein contained, as by the same at large appeareth. Now this Indenture witnesseth, that the said A. B. (in consideration of, &c.) hath granted, &c. and by these presents, doth grant, assign, and set over, unto the said C. D. the said Messuage, &c. To have and to hold to the said C. D. his Executors, Administrators and Assigns, from henceforth unto the end and term, and for, by and during all the residue of the said recited term of twenty years yet to come; in as large, ample and beneficial manner, to all intents and purposes in the Law, as the same with other things were granted to the said A. B. or as he the said A. B. his Executors or Administrators, now doth, may, might, should or ought to hold and enjoy, or have held and enjoyed the same. And the said A. B. doth for him, &c. covenant with the said C. D. his, &c. That he the said A. B. his, &c. shall and will at all times hereafter, and from time to time, during the residue of the said Term of twenty years yet to come, well and sufficiently save and keep harmless and indemnified the said C. D. his, &c. and every of them the said assigned premises, and the goods and chattels of the said C. D. of and from the payment of the said yearly rent of, &c. reserved upon the said original Indenture of Lease, and of and from all other the Covenants, Articles

cles and Agreements mentioned in the said recited Indenture of Lease, which on the part and behalf of the said A. B. his, &c. from henceforth for and in respect of that part and so much of the Lands, Tenements, and Hereditaments, mentioned and contained in the said Original Indenture of Lease, which the said A. B. doth still retain and reserve to himself, are and ought to be born, paid, performed and kept, and of and from all and all manner of Actions, Costs, Suits, Damages, Troubles, and other Demands, touching or concerning the same. And the said C. D. doth likewise for himself, his, &c. covenant to, &c. That he the said C. D. his, &c. shall and will at all times hereafter, &c. well and sufficiently save and keep harmless and indemnified the said A. B. his Executors, &c. and all that part, and so much of the said Lands, Tenements and Hereditaments mentioned in the said recited Indenture, which the said A. B. doth still reserve and retain to himself, and keep in his own hands, and the Goods and Chattels of the said A. B. his, &c. of and from all the Covenants, Grants, Articles and Agreements mentioned in the said original Indenture of Lease, which on the part and behalf of the said C. D. his, &c. from henceforth for or in respect of that part, and so much of the Lands, Tenements and Hereditaments mentioned in the said original Indenture of Lease, which are hereby before granted, or mentioned to be granted or assigned, are and ought to be born, paid, performed and kept, and of and from all and all

manner of Actions, Costs, Suits, Damages, Troubles, and other Demands touching or concerning the same. [Here may be inserted Covenants for the shewing forth of the original Indenture, quiet enjoying, &c. which you shall finde amongst Covenants.]

Or thus, where the assignment is of the whole Land, and interest : This Indenture, &c. Whereas I. S. &c. Now this Indenture, &c. hath granted, &c. and by these presents doth fully and absolutely grant, bargain, sell, assigne, and set over, unto the said C.D. all and singular the said premisses, with their and every of their Appurtenances in and by the said recited Indenture of Lease mentioned to be demised. And all the time and term of years in the said recited Indenture of Lease mentioned yet to come, together with the part of the said Indenture of Lease made by the said I. S. To have and to hold, &c. And the said C. D. doth for himself, his, &c. that the said C. D. his, &c. or some or one of them, shall and will yearly and every year during all the residue of the said term of twenty years yet to come and unexpired, pay or cause to be paid to the said I. S. his Heirs and Assignes, or such person or persons to whom the Reversion and Inheritance of the premisses shall come, the yearly Rent of, &c. in and by the said Indenture of Lease reserved to be paid at the days and times therein limited ; and also shall and will from time to time henceforth, during the residue of the said term, hold, perform, fulfil, and keep all such Articles, Covenants, Grants, and Agreements, as on the
part

part of the said A. B. his, &c. are to be observed, performed, fulfilled, and kept; and of, for, upon, or concerning the same Rent and Covenants, shall and will from time to time for ever hereafter, save and keep harmless the said A. B. his, &c. and all others whatsoever. And the said A. B. in consideration hereof, doth covenant, &c. That the said premisses, and every part thereof, and also the said C. D. his, &c. and his and their Farmers, shall at all times hereafter, and from time to time be sufficiently saved and kept harmless by the said A. B. his, &c. of and concerning all and all manner of former and other bargains, &c. [according to the usual course] one Lease heretofore made of part of the said premisses by the said A. B. unto one I. S. to end at the Feast of, &c. next coming; whereupon is reserved, and shall be payable unto the said C. D. his, &c. at the Feast of, &c. the sum of, &c. by even Portions; and such Covenants and Provisoes in the said recited Indenture of Lease contained, as on the part, and behalf of the said A. B. his, &c. are to be preserved, onely excepted. In witness, &c.

This Indenture, &c. Whereas, &c. recite the Leases. Now this Indenture witnesseth, &c. That the said A. B. and C. D. for and in consideration of, &c. have granted, assigned, and set over; and by these presents do grant, assigne, and set over unto the said E. F. and G. H. all the said Messuages, &c. and all the Estates, Terms of years, Rights, Titles, and Interests, which they the said A. B. or C. D. or either of

them, have or ought to have of, in, or to the premises, and every or any part thereof, by virtue of the said several recited Indentures, and the mean Conveyances thereof, or otherwise; to have and to hold to the said E. F. and G. H. their Executors, &c. from henceforth, for and during all the residue of the said several terms of years yet to come and unexpired, upon trust and confidence. Nevertheless to the intent and purpose that they the said E. F. and G. H. the Survivor of them, shall and will permit and suffer the said A. B. and such other person and persons to whom the Reversion, Freehold, or Inheritance of the premises, or any part thereof, or some part thereof, now doth, or shall at any time hereafter belong or appertain by force or virtue of any lawful Conveyance or assurance, made or to be made by the said A. B. to have, take, and receive to his, her, and their own proper use and behoof, the Rents, Issues, and profits of the Premises, and every part thereof, according to the intent and true meaning of the said several Conveyances or Assurances made, or to be made, and according to the several Estates or Interests, which the same person or persons have, or shall have of or in the immediate Reversion or Reversions depending upon the said Terms and Estates hereby granted, and not otherwise.

This Indenture, &c. Whereas, &c. [Recite the former Lease.] Now this Indenture, &c. Whereas there is a Marriage to be had, &c. and for the making of some provision, &c. Hath granted, &c. to the said C. D. all that, &c. To have

have and to hold from henceforth, unto the end, &c. Nevertheless upon this Trust and confidence, that the said C. D. his Executors shall and will permit and suffer the said A. B. and his Assigns quietly to occupy and enjoy, receive and take the Rents, Issues, Profits and Commodities of all and singular the said premisses with the appurtenances, during so many years of the said Term, as shall incurre during his natural Life. And that after his decease the said C. D. his, &c. shall and will permit and suffer the said E. B. and her Assigns to occupy and enjoy, receive and take the Issues, Profits, of the said premisses during so many years of the said term as shall incurre during her natural Life. And that after her Decease, then, that it shall and may be lawful to and for the Children by him the said A. B. on the body of the said E. B. quietly and peaceably to occupy and enjoy, take, &c. for and during all the residue of the said term then to come, and unexpired. And in case the said E. B. shall happen to dye without any Issue then begotten upon her by the said A. B. then that the said A. B. his Executors, &c. shall quietly hold and enjoy the same premisses, and receive all the Rents and Profits thereof, for and during all the residue of the said term then to come and unexpired. In witness, &c.

This Indenture, &c. To have and to hold, &c. to the said C. D. and E. F. their, &c. immediately from and after the end of such of the Feasts of *St. Michael* as shall first and next happen, and be next after the end of six Months

next after the Death of the said A. B. if R. B. Gent. the Nephew of the said A. B. and M. the now Wife of the said R. B. the Nephew, or either of them shall be then living, until the end and term of Ninety Nine Years, from thence, &c. without impeachment of any manner of waste, &c. yielding and paying, &c. And to this intent, that the said Lessees, their Executors, &c. shall not take any benefit of their said premisses to their own uses, but shall demise and lease out the same to the best value they can; and shall every year, during the continuance of the said Term, imploy and bestow the yearly Rents, Issues and Profits of the same, from time to time to be growing and coming (the yearly rents to be paid for the same, and the charges of necessary repairing of the same, from time to time, by them or any of them necessarily laid out being deducted) in and upon the said R. the Nephew, and M. his Wife, during their joint Lives, equally by equal portions or otherwise, as to them shall be thought most meet, for and towards the maintenance of the said R. the Nephew and M. his Wife, and their Family, and education of their Children, during the joint Lives of the said R. and M. And that if the said M. shall survive her said Husband, that then the said Lessees, their Executors, &c. shall permit and suffer the said M. her Executors, &c. to enjoy the same, and take the profits thereof to her self during her Life, and until such of the Feasts of Saint *Michael*, &c. or the Annunciation, &c. as shall first and next happen after the

the end of six months after her death. But if the said R. the Nephew, shall survive his said Wife, then the intent and meaning of the said A. B. and all the parties to these presents is, That the cleer Rents above the said Charges to be allowed, shall be bestowed for the maintenance of the said Nephew and his Family, and education of his Children. And if he marry again, then that the Lessees or survivour of them, may demise and grant the premisses, or any part of it, to the Friends of such Wife, for the residue of the said Term then to come, if she so long live, for her Joynture, &c.

This Indenture made, &c. Between Sir I. H. Knight, &c. of the one part, and G. B. and F. S. of, &c. of the other part. Whereas H. I. Esq; and F. his Wife, now deceased, by their Indenture, bearing date the 26 day of May, in the Twelfth year of the reign, &c. made between the said H. and F. by the names of, &c. of the one part, and the said Sir T. H. of the other part, by virtue of a power or authority that was reserved, limited, or mentioned in a Conveyance heretofore made by the said H. of the Messuages, Lands, Tenements, and Hereditaments, in and by the said Indenture of Lease demised, or mentioned, or meant to be demised, together with other Mannors, Messuages, Lands, Tenements, and Hereditaments in the said Conveyance specified, for divers good causes and considerations, then the said H. and F. his Wife moving, did demise, grant, and to farm let unto the said Sir T. H. his, &c. all that Scite, and Mansion-house called Vails in F. in the

the, &c. with all the Lands, Meadows, pastures, Feedings to the same appertaining. And all the Wood called L. Wood thereunto belonging, all which sometimes were in the occupation of, &c. or of his Assigns, and are lying and being in F. aforefaid [except as in the said Indenture of Lease is excepted] to have and to hold the said Scite and Mansion-house, Houses, Buildings, Lands, Meadows, Pastures, and Feedings, and all the said Wood called L. with the Appurtenances [except as in the said Indenture of Lease is excepted] unto the said Sir T. H. his, &c. from the Feast of, &c. last past, before the date of the same Indenture, until the full end of, &c. from thence next ensuing, and fully to be compleat and ended: yielding and paying therefore yearly and every year unto the said H. and F. his Wife, or one of them, and after their deceases then to the Heirs of the said H. or to such other person or persons to whom the said Messuages and Lands so as aforefaid demised, or meant to be demised, shall, should, or ought to come after the death of the said H. and F. if the said Indenture of Lease had not been made, the sum of, &c. at, &c. during the first twenty years of the said Term of one and twenty years, and in the last year of the said term of one and twenty years the sum of, &c. at the Feasts of, &c. as in and by the same Indenture of Lease amongst other things, Articles, and Covenants therein contained, doth, and may more at large appear. Now these presents do witness, That the said Sir T. H. as well for and in consideration of the sum of, &c. to them

them by the said G.B. and F. S. in hands paid, whereof and wherewith they do acknowledge themselves fully satisfied and paid, as for divers other good causes and considerations them thereunto moving, doth by these presents, fully and absolutely bargain, and sell, assigne, and set over unto the said G. B. and F. S. their, &c. all and singular the said premisses, with their and every of their Appurtenances, in and by the said recited Indenture of Lease mentioned to be demised, and all the time and term of years in the said recited Indenture of Lease mentioned, yet to come and unexpired, and all Rents and Farms reserved upon all and every Lease and Leases of the premisses, or any part thereof, heretofore made to any person or persons, and the counterparts of all such Leases whereby such Rents and Farms are reserved, together also with one part of the said Indenture of Lease, sealed with the Seals of the said H. and F. To have, and to hold the said Scite, Mansion-houses, Buildings, Lands, Meadows, Pastures, and Feedings, and the said Wood called L. Wood with the Appurtenances, and all other the premisses abovementioned to be demised (except as in the said Indenture of Lease is excepted) and the said Rents and Farms abovementioned to be bargained and sold, together with the said part of the said Indenture of Lease, and other Counterparts of Leases, unto the said G. B. and F. S. their, &c. for and during the rest and residue of the said term of years yet to come and unexpired, in as full and ample manner as the said Sir T. H. ever had,
or

or might, or could have had the same, by virtue of the said recited Indenture of Lease. And the said G. and F. do covenant and grant joyntly and severally for themselves, their Executors and Administratois, to and with the said Sir T. H. his, &c. that they the said G. and F. or one of them, or their, or one of their Executors, &c. shall and will yearly and every year during all the residue of the said term of years yet to come and unexpired, pay or cause to be paid unto the said G. and F. or one of them, their, or one of their Assignee or Assignees, during their lives; and after their deceases, to the Heirs of the said H. or to such other person or persons to whom the said Messuage and Lands by the said Indenture above-mentioned or meant to be demised, shall, should, or ought to come after the death of the said H. (if the said Lease had not been made) the yearly Rent of, &c. in and by the said Indenture of Lease reserved to be paid at the days and times therein limitted. And also shall and will from time to time henceforth, during the residue of the said term, hold, perform, fulfil, and keep all such Articles, Covenants, Grants, and Agreements, as on the part of the said Sir T. H. his, &c. are to be observed, fulfilled, and kept; and of, for, upon, or concerning all the said Rents, and Farm reserved to be paid, as aforesaid, and of, for, or concerning all Covenants in the said Indenture contained, from henceforth to be observtd, performed, fulfilled, and kept, shall and will from time to time for ever hereafter save and keep

keep harmless the said Sir T. H. his, &c. and all others whatsoever. And the said Sir T. H. for the considerations aforesaid, doth covenant and grant for him, his, &c. to and with the said G. B. and F. S. their and either of their Executors, Administrators and Assigns, that the said premisses and every part and parcel thereof; and also the said G. and F. and either of them, their and either of their Executors, Administrators and Assigns, and their and every of their Farmers, shall at all times hereafter, and from time to time, be sufficiently saved and kept harmless by the said Sir T. H. his, &c. of, for and concerning all and all manner of former and other Bargains, Sales, Gifts, Grants, Leases, Surrenders, Forfeitures, Judgements, Executions, Actions, Charges, and Incumbrances whatsoever heretofore had, made, done, executed, committed or suffered, by the said Sir T. H. his, &c. or any of them, or by any other person or persons whatsoever, claiming by, from, or under him: one Lease of the same premisses heretofore made by the said Sir T. H. unto one J. T. to end at the Feast of, &c. next coming, whereupon is reserved and shall be payable unto the said G. B. and F. S. their, &c. at the Feasts of, &c. by even and equal portions; and such Covenants and Provisoes in the said recited Indenture of Lease contained, as on the part and behalf of the said Sir T. H. his Heirs, &c. are to be performed, only excepted. In witness, &c.

This Indenture made, &c. Between A. B. of the one part, and C. D. of the other part, witnesseth,

nesseth, That the said A. B. in consideration of one Thousand Pounds of, &c. hath, &c. And by these presents, doth grant, bargain and sell unto the said C. D. All that the Mannour of, &c. To have and to hold to the said C. D. his Executors, &c. from henceforth unto the end and term, and for and during the whole term of Fourscore and Nineteen Years, now next following to be compleat and ended: Provided, that if the said A. B. his, &c. shall well and truely pay, or cause to be paid unto the said C. D. his, &c. as well half yearly, and every year during the space of Four Years next ensuing the date hereof, the half yearly Sum of Fourty Pounds of, &c. as also one Thousand Pounds more of like good Money at the end of the said four years, at or in the now dwelling-house of, &c. That then, &c. Nevertheless it is agreed between all the said parties. And the said C. D. doth for him, his, &c. hereby covenant, &c. to and with the said A. B. &c. That the said C. D. his, &c. and every of them shall and will from time to time, and at all times from henceforth, until some default shall be made by the said A. B. his, &c. or some of them, of, or in performance of the proviso or condition aforesaid, permit and suffer the said A. B. his, &c. peaceably and quietly to use and occupy the premisses, and to take the Rents, Issues and Profits thereof, to their own onely use and uses, without the let, trouble, denial, interruption or eviction of, or by the said C. D. his, &c. or any other person or persons by his, their or either of their means, willing, sufferance, consent, privity or procurement. And

And the said A. B. doth, &c. That in case the said C. D. his, &c. shall at any time hereafter give notice or warning unto the said A. B. his, &c. for the sooner payment in of the said one Thousand Pound unto the said C. D. than is before limited in the aforesaid Proviso: That then the said A. B. his, &c. or some or one of them, shall and will within six Moneths next after such notice or warning so given as aforesaid, well and truly pay, or cause, &c. to the said C. D. the said sum of one Thousand Pounds, at or in the now dwelling-house of the said, &c. And the said C. D. doth, &c. that in case such payment shall be made of the said one Thousand Pounds within six Moneths after notice or warning given, as is aforesaid, and in case also in the mean while no breach be made of the said Proviso; but withal so many of the aforesaid yearly sums mentioned in the said Proviso, as shall accrew in the mean time, be paid unto the said C. D. his, &c. according to the purport of the said Proviso, for every half year accrewing in the interim, together with a like sum of Money in proportion for such odd time as shall also accrew in the interim over and above the just quantities of half a year, or half years. That then the said A. B. his, &c. shall be cleerly and absolutely acquitted and discharged of and from any further payment and payments to be made for or by virtue, or in respect of these presents. And that then he the said C. D. his, &c. shall and will at the request and costs in Law of the said A. B. his, &c. reconvey and reasssure the
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the premisses, and every part thereof, unto the said A. B. his, &c. for and during all the residue of the aforesaid term of Ninety Nine Years thereof then to come and unexpired, free, clear, and clearly and absolutely acquitted, exonerated, and discharged of and from all and all manner of Grants, Estates, Interests, Rights, Titles, Charges, Incumbrances whatsoever, had, made, charged, or suffered to be had, made, charged, or suffered by the said C. D. his, &c. or by any other person or persons whatsoever lawfully claiming from, by or under him, them, or either of them, or by his, their, or either of their willing, sufferance, means, agreement, privity, or procurement, In witness, &c.

SECT. 12.

Grants of Rent Common, &c.

This Indenture, &c. Witnesseth, that the said A. B. for and in consideration, &c. hath given and granted, and by these presents doth for him and his Heirs freely and absolutely give and grant unto the said C. D. one yearly Rent or sum of Forty Pounds of lawful, &c. issuing and going out of all that Messuage or Tenement, with the Appurtenances in D. aforesaid, in the said County of G. commonly called or known by the name of *Great-Hall*, and out of these Lands, Tenements and Hereditaments in D. aforesaid, known, reputed, or taken as part or parcel of the said Tenement, or so demised or occupied, to or with the same, and
issuing

issuing and going forth out of all those his other Lands, Tenements, and Hereditaments in Dale aforesaid. To have, hold, perceive and enjoy the said Yearly Rent of Forty Pounds unto the said C. D. his Heirs and Assigns for ever, to the use of the said C. D. his Heirs and Assigns for ever, to be paid at or in the now Dwelling-house of the said C. D. in Dale aforesaid, at or upon the first day of *May*, and the first day of *October* yearly, by even and equal Portions; the first payment thereof to begin at the first of the said days that shall happen next after the date of these presents. And the said A. B. doth covenant and grant for him, his Heirs, Executors, and Administrators, that if it shall happen the said yearly Rent of Forty Pound, or any part thereof to be behinde or unpaid by the space of twenty daies next after either of the said daies, whereat and wherein the same ought to be paid, That then and from thenceforth, and so often, it shall and may be lawful to and for the said C. D. his Heirs and Assigns into the said Messuage and Premises and every or any part thereof to enter, and there to distrain as well for the said Rent so being behind, as also for Twelve Pence of lawful, &c. to be forfeited in the name of a Pain, for every day wherein the said Rent so behind shall be behind or unpaid, after the said Twenty days next after either of the said days or times of Payment. And the Distress or Distresses then and there taken and found, to lead, drive, chase and carry away, and the same to detain and keep until such time and

X times

times as the said yearly Rent and sum of Money to be forfeited in the name of a Pain, together with the Arrearages thereof, if any shall be, shall be fully satisfied and paid. And here may be further inserted all the other degrees of Relief for recovery of Rent set down in this Chap. 3. Sect. 7.

And the said A. B. doth, &c. covenant, &c. to and with the said C. D. his Heirs and Assigns, in manner and form following; that is to say, That he the said A. B. for and notwithstanding any act or thing done or committed by the said A. B. to the contrary, now hath full power and lawful Authority to charge the said Messuage and Premises, and every part thereof, with the said yearly Rent and Sum in the name of a Payn, during the said term. And that the said Messuage and Premises, and every part thereof, notwithstanding any such act as is aforesaid, shall be and remain for ever hereafter sufficiently overt, and lyable to and for the distress of the said C. D. his Heirs and Assigns for the said Rent.

This Indenture, &c. hath given and granted, &c. unto the said C. D. and E. D. his Wife, one yearly Rent, &c. out of, &c. To have and to hold, perceive and enjoy the said yearly Rent, &c. unto the said C. D. and E. D. his Wife, for and during the term of the natural Lives of the said C. D. and E. D. and for and during the life of the longer Liver of them. To be paid, &c. as in the last, changing only what is to be changed.

This Indenture, &c. hath given and granted,
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ted, &c. unto the said C. D. one yearly Rent of, &c. To have, hold, and perceive the same Rent to the said C. D. his Executors, Administrators and Assigns, for and during the term of Twenty and One Years now next following, fully to be compleat and ended. As in that before, changing only what is to be changed.

That whereas I. G. &c. by his Deed indented, bearing date, &c. for the considerations therein mentioned, did give, grant and confirm unto me the said A. B. one Annuity or yearly Rent of, &c. for the term of the natural Life of me the said A. B. as in and by the said Deed indented (amongst divers others, &c.) doth appear. Now know ye that I the said A. B. for good causes and considerations me moving, have assigned and set over, and by these presents do, &c. to the said C. D. &c. the said Annuity, &c. of, &c. To have and to hold the said Annuity, or yearly Rent of, &c. unto the said C. D. and his, &c. in as large and ample form, as I the said A. B. may or ought to have and enjoy the same, by force of the said Deed indented, or any thing therein contained, together with the Deed indented. In witness.

An Assignment of an Annuity.

This Indenture, &c. between A. B. of, &c. of the one part, and C. D. of, &c. of the other part, Witnesseth, That the said A. B. hath and by these presents doth, &c. to the said C. D. his, &c. one Annuity or yearly Rent-charge of Fourty Pounds by the Year, to be yearly issuing and going out of all that Messuage, &c. To be paid to the said C. D. his Heirs, and Assigns,

at the Dwelling-house of the said C. D. his, &c. yearly and every year, for ever, at the Feast of, &c. by even and equal portions, or within five Daies next after either of the said Feasts: To have, hold, &c. unto the said C. D. his Heirs and Assigns for ever, at the said Feasts of, &c. the first payment thereof to begin at the Feast of, &c. next ensuing the day of the date of these presents, and not before. Provided alwaies, that if the said A. B. his, &c. or any of them, shall at any time hereafter be minded to purchase out or redeem the said yearly Rent-charge, and shall at any time hereafter by the space of Six Moneths before any Feast of St. Michael, &c. give knowledge thereof to the person of the said C. D. his, &c. or any of them, or shall by the said space openly leave to, or for the said C. D. his, &c. at the said now Dwelling-house of the said C. D. his, &c. in D. aforesaid, any writing of the said A. B. his, &c. signifying such his minde and purpose. And also shall and will at the Feast of the Annuntiation of, &c. then next following, after such notice given, or writing left as aforesaid, pay or cause to be paid to the said C. D. his, &c. at his said Dwelling-house the sum of, &c. together with the Arrearages of the said Annuity (if any there shall be) before the said Feast of the Annuntiation, &c. behind and unpaid at one entire payment, that then immediately from and after the payment of the said sum of, &c. and the said Arrearages of the same, if any shall be, the said Annuity or annual Rent-charge of, &c. by the year, and these

these presents, and every Covenant, Article and thing therein to the contrary in any wise notwithstanding. In witness, &c.

This Indenture made, &c. between G. H. on the one party, and F. K. on the other party, Witnesseth; That the said G. H. for and in consideration of the Sum of, &c. and by this Indenture doth for him and his Heirs clearly give and grant unto the said F. K. and his Heirs the yearly Rent, or Sum, &c. issuing and going forth of all that Capital Messuage or Tenement, with the Appurtenances in K. aforesaid, in the said County of D. commonly called and known by the name of G. Hall, and out of all those Lands and Hereditaments in K. aforesaid, known, reputed, or taken as part or parcel of the said Tenement, or so demised or occupied to, or with the same, and issuing and going forth of all that Messuage or Tenement, &c. and forth of all other his Lands, Tenements, and Hereditaments in K. aforesaid, in the said County of D. To have, hold, perceive and enjoy the said Annual Rent or Sum, &c. or any part or parcel thereof, to be in arrear or unpaid, by the space of Twenty daies next after any of the said Feasts, or Days whereat the same ought to be paid, that then and from thenceforth it shall be lawful for and to the said F. K. his Heirs and Assigns, into the said Messuages, Lands, and Premisses, and every part and parcel thereof to enter and distrein, and the distresses then and there found, to lead, drive and chase, and carry away, and the same to detain and keep until such time or times as

he or they shall be fully satisfied, contented and paid the said Annual or yearly Rent of, &c. with the arrearages thereof, if any such be: And the said G. H. doth also covenant, &c. to and with, &c. That if it shall happen the said annual Rent, &c. or any part or parcel thereof, to be in arrear and unpaid by the space of Thirty Days next after any of the said Feasts, or Days whereat the said annual Rent ought to be paid, that then and from thenceforth the said G. H. his Heirs and Assigns shall forfeit and loose to the said F. K. his Heirs and Assigns the Sum of Ten Pounds of lawful *English Money*, *nomine pænæ*, for every such default: And the said G. H. doth likewise covenant and grant for him, his Heirs and Assigns to and with the said F. K. his Heirs and Assigns by this Indenture, That if it shall fortune the said Annual Rent or Sum, &c. or any part or parcel thereof, or the said Sums of, &c. to be forfeited *nomine pænæ*, if any such shall be, or any of them to be in arrear and unpaid by the space of Forty Daies next after any of the said Feasts, whereat the same Annual Rent ought to be paid; or if it shall fortune that no sufficient distress or distresses can be had or taken in, or upon the premisses, according to the true intent and meaning of these present Indentures: or if it shall happen any rescous or Pound-breach to be made, or any Replevin or Repleving to be sued, or obtained of, or for, or by reason of any Distress and Distresses to be taken by virtue of these presents, as is aforesaid, that then and from thenceforth it shall

shall and may be lawful for and to the said F. K. his Heirs and Assigns into the said Messuages, Lands and Premises, out of which the said Annual Rent is granted to enter; and the same, and every part thereof to use, have and enjoy to his and their own use and uses: and the Rents, Issues and Profits thereof coming and arising to receive and take, and the same to detain and keep to his and their own use, without any account making thereof to the said G. H. his Heirs or Assigns; and to use and occupy the said Lands and Premises to his and their own use, until such time as the said Annual Rent or Sum of, &c. and every part and parcel thereof, and the Arrearages of the same, together with the said Sum or Sums to be forfeited *nomine pœne* (if any such be) unto the said F. K. his Heirs and Assigns fully from time to time paid by the said G. H. his Heirs or Assigns, or some of them; of which said Sum of, &c. the said G. H. hath put the said F. K. in full possession and seisin, by the payment and delivery of Twelve Pence of lawful *English* Money, being parcel of the said Rent unto the said F. K. at the enfealing and delivery thereof. And the said G. H. doth further covenant for him, his Heirs, &c. to and with the said F. K. his Heirs, &c. that he the said G. H. shall well and truly pay, or cause to be paid unto the said F. K. his Heirs and Assigns yearly, the said annual Rent of Fourty Pounds, and every part and parcel thereof, in and upon every of the said Feastsdaies before mentioned, or within Twenty

Daies next after every of the said Feast-daies, at or in the said now Dwelling or Mansion-house of the said F. K. at S. aforesaid, within the said County of D. And the said G. H. doth further covenant for him, his Heirs and Assigns, to and with the said F. K. his Heirs, Executors and Assigns, by these presents, that he the said G. H. is the day of the date hereof lawfully seised of a good and perfect Estate of Inheritance in Fee-simple, of and in the said Messuages, Lands and premisses, and every part thereof, at the day of the date hereof; and that the said premisses out of which the said Rents of Fourty Pounds is granted, and every part and parcel thereof, at the Day of the date hereof, or at or before the said Feast of, &c. which shall be in the year of our Lord God, &c. shall be and from henceforth so remain and continue free and exonerated, and clearly discharged, or otherwise saved harmless by the said G. H. or his Heirs, Executors, or Assigns, of and from all former Bargains, Leases, Titles, Charges, and Incumbrances whatsoever, one Annuity or Rent-charge of, &c. by year yearly going forth of certain of the said Lands and premisses, called G. to R. S. and his Heirs, and one other Annuity, or Rent-charge of, &c. by year yearly going forth of the said Lands and Premisses to the said R. S. his Executors or Assigns, from the third day of October next ensuing the date hereof, for and during the term and space of, &c. then next and immediately following, fully to be compleat and ended; and Leases for years heretofore made, not exceeding

ceeding the number of ten years from the date hereof, whereupon the formerly accustomed yearly Rents or more are reserved, and the title of Dower of E. now Wife of the said G. and the Rents and Services hereafter to be due to the chief Lord or Lords of the Fee or Fees thereof, only excepted and foreprized.

And the said G. H. doth further covenant, &c. That the said Lands and Premisses before-mentioned, out of which the said Rent is granted, are of the clear yearly value of Forty Pounds, over and above all Charges, Annuities and Reprises. And the said G. H. doth also covenant, &c. that he the said G. H. shall and will before the Feast of *Easter* next ensuing the date hereof, at the costs and charges of the said G. H. levy a Fine in due Form of Law to N. C. and R. C. and to the Heirs of one of them, of all and singular the said Messuages, Lands and Premisses, and of every part and parcel thereof, by the name and names of four Messuages, &c. or by such or the like name or names in effect and meaning: by which said Fine the said G. H. shall recognize the said Tenements with the Appurtenances to be the right of the said N. as those which the said N. and R. have of the gift of the said G. and the same remise and quit claim from him the said G. and his Heirs, to the said N. and R. and the Heirs of the said N. for evermore. And further, the said G. shall by the same Fine grant for him and his Heirs, that they shall warrant to the said N. C. and R. C. and the Heirs of the said N. the Tenements aforesaid with the Appurte-

Appurtenances, against all men for evermore ; which said Fine so to be levied and perfected of the said Lands and premisses, by the name and names aforesaid, or by any other name or names whatsoever, is meant and intended. And the said Parties do accordingly conclude and agree for them, and their Heirs, that the said Fine, and all and every other Fine and Fines, Recovery and Conveyance hereafter to be had, made, or executed by or between the said Parties, or between the said G. H. and any other person or persons by the appointment or nomination of the said F. K. his Heirs or Assigns, of the said Lands, and Premisses, or of any part thereof, shall be to the uses, behoofs, intents and purposes hereafter in this Indenture mentioned and expressed, and to and for none other use, intent, or purpose. And it is further concluded and agreed by and between the said Parties to this Indenture, for them and their Heirs, and either of the said Parties doth severally covenant and conclude to and with other, their Heirs and Assigns, that the said N. C. and R. C. and their Heirs, and all and every other person or persons, and their Heirs, that now be, or then shall stand or be seised of the said Lands and Premisses, or of any part or parcel thereof, shall from and immediately after the said Fine be perfected, stand, and be seised of the said Lands and Premisses to these intents, and purposes following ; that is to wit, That if the said Annual Rent or Sum of Forty Pounds, or any part or parcel thereof, or the said Sum or Sums of ten Pounds
to

to be forfeited *nomine pænæ*, or any of them, at any time or times hereafter, shall fortune to be in arrear and unpaid by the space of Fourty Daies next after any of the said Feasts, whereat the said Annual Rent ought to be paid at the place before-mentioned; or if no sufficient Distress can be found as aforesaid, or any Rescous, or Pound-breach, or Replevin shall happen to be had or made as is aforesaid: That then and from thenceforth, and at all and every time and times, and from time to time, it shall and may be lawful for the said F. K. his Heirs and Assigns, into the said Messuages, Lands and Premisses out of which the Rent is granted, and every part and parcel thereof to enter, and the same and every part thereof to have and enjoy, and the Rents, Issues and Profits thereof coming and arising, to receive and take, and the same to detain and keep to his or their own use, without any accompt making thereof to the said G. H. his Heirs, or Assigns; and to use and occupy the said Lands and Premisses to his or their own use and benefit, until such time and times as the said Annual Rent of Fourty Pounds, and the Arrearages thereof, together with the said Sum or Sums to be forfeited *nomine pænæ*, if any such be, unto the said F. K. his Heirs and Assigns shall be fully from time to time paid by the said G. H. his Heirs and Assigns, or some of them, according to the true meaning of these presents; and that after payment of the said Annual Rent of Fourty Pounds, and of the said Sum or Sums to be forfeited *nomine pænæ*,

pæne, if any such be, unto the said F. K. his Heirs and Assigns, shall be fully from time to time paid by the said G. H. his Heirs or Assigns, or some of them, according to the true meaning of these presents; and that after payment of the said Annual Rent of Fourty Pounds, and of the said Sum or Sums to be forfeited *nomine pæne*, if any such shall be, and of every part and parcel of the said Rent and Penalty, when and as often as they, or any of them, shall fortune to be behinde in form aforesaid, had and made unto the said F. K. his Heirs and Assigns with the Arrearages thereof (if any such be) the said Fine, and all and every other assurance to be had or made of the said Lands and Premisses, or of any part thereof, by the appointment and nomination of the said F. K. shall be deemed and taken to be to the use and behoof of the said G. H. his Heirs and Assigns for ever; with this condition, limitation, and purpose, That it shall and may alwaies be lawful to the said F. K. his Heirs and Assigns, to enter into the said Lands and Premisses out of which the said Rent is granted, for default of payment of the said Annual Rent by the space of Fourty daies, at all and every such time and times as the same shall be in arrear, and to take and receive the Issues and Profits, use and occupation of the said Lands and premisses; until he or they be paid the same Annual Rent with the Arrearages thereof; and the said Sum or Sums to be forfeited *nomine pæne*, if any be, and every part thereof, from time to time, according to the meaning of this Indenture.

And

And the said G. H. doth furthermore covenant, &c. that he the said G. H. and his heirs, shall and will from time to time, and at all times hereafter, when and as often as he or they, or any of them shall be thereunto reasonably required by the said F. K. his Heirs or Assigns, within the time and space of five years next ensuing the date hereof, do, execute, acknowledge or make, or cause and suffer to be done, executed, acknowledged and made, all and every such further act and acts, thing and things of assurance, devises and assurances whatsoever, as shall be reasonably devised or advised by the said F. K. his Heirs or Assigns, or by his or their counsel, for the further and better assurance, surety, and sure-making of the said Annual Rent of, &c. unto the said F. K. his Heirs or Assigns, according to the effect and true meaning of these presents, at the costs and charges in the Law of the said G. H. So that the said G. be not compelled to travel above twenty Miles from the place where he now dwelleth, for the making or doing of any such further assurances.

Provided alwaies, and it is concluded and agreed by and between the said Parties to this Indenture, for them, their Heirs and Assigns; That if the said G. H. his, &c. or any of them, do well and truly content and pay, or cause, &c. unto the said F. K. his, &c. the sum of, &c. in or upon the Feast-day, &c. which shall be *Anno Domini*, &c. at, or in the now Mansion-house of the said F. K. at S. aforesaid, between the hours of, &c. that then and from
thence-

thenceforth this present grant, and all and every Clause and Article herein contained, and all Bonds for further assurance, and enjoying of the said Annual Rent, to be utterly void and of none effect, the said Fine or other Conveyance to be made of the premisses, by the appointment of the said F. K. notwithstanding: provided also that if the said G. H. his, &c. do make default in payment of the said sum of, &c. upon the said Feast-Day of, &c. which shall be in the said year of our Lord God, &c. at the place aforesaid, whereby the said Annual Rent of, &c. by the true meaning of this Indenture, is to continue to the said F. K. and his Heirs; yet nevertheless the said F. K. is contented, and accordingly doth covenant and conclude, for him, &c. that if the said G. H. at any time during his natural Life, and during the Life of the said F. K. together, shall be minded, that the said Yearly Rent, or Sum of, &c. shall cease, and have no further being or continuance, and thereupon the said G. H. during the Life of him, and of the said F. K. do by his Writing under his Hand and Seal, sealed in the presence of three, or more, substantial and credible Witnesses, upon either of the said Feast-days give notice or warning unto the said F. K. at his now Mansion-house at S. aforesaid, That he the said G. is minded that the said Yearly Rent or Sum of Forty Pound shall cease and have no further being or continuance: And also do well and truly pay, and cause to be paid unto the said F. K. or his Assigns, the Sum of Four Hundred Pounds of
lawful

lawful *English* Money, at or in the said now Dwelling-house of the said F. K. at D. upon the Feast-day, or day of Payment next after such warning or notice given, with the half years Rent that shall be due upon the same Feast-day, That then and from thenceforth after such Payment of the said Sum of, &c. had and made in manner and form abovesaid; and upon the payment of the said half years Rent which shall be due at the end of the said half year, the said yearly Rent of Forty Pounds to cease and be determined; and the said Clause of Distress, and all and every other Article, Thing, Covenant and Grant herein mentioned, for giving any benefit to the said F. K. his Heirs or Assigns. And the said Bonds for further assurance or conveyance of the said Annual Rent of, &c. to be utterly void and none effect, any thing in these presents before mentioned to the contrary, &c. And lastly, it is agreed between the said Parties, for them and their Heirs, and either of the said Parties doth severally conclude and covenant to and with the other Party and their Heirs, that the said Fine before-mentioned, and all and every other Fine and Fines, Act and Acts, Thing and Things, Conveyance and Assurance hereafter to be had, made, or assured by or against the said G. H. of the said Lands and Premises, or of any part thereof, shall be to the use, intent, and true meaning of these presents, and upon Condition and Conditions herein mentioned: and to none other use, intent, or purpose. In witness, &c.

This Indenture, &c. between A. B. of the
one

one part, and C. D. of, &c. of the other part, Witnesseth, That the said A. B. in consideration of, &c. hath granted, &c. and by these presents doth, &c. Common of Pasture for all and all manner of Beasts and Cattle of the said C. D. his Heirs and Assigns, in and upon the Common and waste Grounds, parcel of the Lordship and Mannour of S. within the Parish of D. in the County of G. To have and to hold to the said C. D. his Heirs and Assigns, to the use of him the said C. D. and his Heirs and Assigns for ever.

Or thus: Know ye, that I A. B. of, &c. in consideration of, &c. hath given, granted, and confirmed; and by these presents, &c. to C. D. of, &c. yearly during the life of the said C. D. the keeping and feeding of one Hundred Sheep, as well in my Sheep-pasture, Sleight and Feeding, of and with my own Sheep to be kept, depastured and fed throughout the whole year, and within my Mannour of D. in the Parish of Sale, in the County of G. as in all and singular my Lands and Tenements in Sale aforesaid. To be had, held and enjoyed to the said C. D. and his Assigns, during all the Life of the said C. D. In witness, &c.

Or thus: Witnesseth, &c. Common of Pasture, feeding for ten Kine, in all the Lands, Meadows and Pastures of the said A. B. in the Parish of Dale, in the County of G.

Or thus: Common of Pasture, and feeding for all the Beasts and Cattle of the said C. D. wheresoever the Cattle of the said A. B. shall go in the Parish of Dale, in the County of G. To have, &c. In witness, &c. Sect.

SECT. 13.

Surrenders.

This Indenture, &c. Witnesseth, That where the said C. D. doth hold for term of his Life, all that one Messuage, &c. the immediate Remainder or Reversion whereof is and belongeth to the said A. B. Now the said C. D. for divers good causes, &c. hath granted and surrendered, and by these presents doth grant and surrender to the said A. B. all and singular the said Messuage, &c. and all my Estate, Right, Title, and Interest therein; To have and to hold to the said A. B. and his Heirs for ever; upon condition, That if the said A. B. do not pay unto the said C. D. the Sum of one Thousand Pounds, upon the Twentieth day of May, now next following, at, or in the Dwelling-house of the said C. D. in S. That then and from thenceforth this present Grant and Surrender to be utterly void, and of none effect; and it shall be lawful to and for the said C. D. into all the said premisses to re-enter, and the same to have again, as in his or their former estate, any thing herein to the contrary notwithstanding.

And the said A. B. doth, &c. That he the said A. B. shall permit and suffer the said C. D. and his Assigns, to take all the Rents, Issues and Profits of the said premises to their own use, without any account thereof making, until the said Twentieth Day of May. In witness, &c.

Y

To

To all, &c. Whereas the said C. D. and E. F. have and do hold jointly for term of their Lives, and the Life of the longest Liver of them, one Messuage, &c. of the demise and grant of one M. S. as by Deed of the demise and grant thereof, made by the said M. S. at large appeareth: Now know ye, that the said C. D. for divers good causes him thereunto moving, doth by these presents surrender and yield up unto the said A. B. (to whom the reversion of the premisses is granted, and doth belong) for the term of the Life of the said C. D. all his Estate, Title, and Interest in and to the premisses, and in and to every part thereof, in as large and ample manner, as the said C. D. can or may surrender the same. In witness, &c.

SECT. 14.

Releases and Acquittances.

To all, &c. Whereas C. D. of, &c. holdeth of me, one Messuage, &c. for a term of years [or for the term of his Life.] Now know ye, That I the said A. B. for divers good causes me thereunto especially moving, have remised, released, and quit claimed, and by these presents do release and quit claim to the said C. D. and his Heirs for ever, being in full and peaceable possession thereof, all my Right, Title, Claim, Interest and Demand which I have or may, or of Right ought to have, of, and in, or to the said Messuage, &c. or any part thereof.

To

To all, &c. Know ye, That I A. B. of, &c. do for me, my Executors and Administrators, remise, release, and quit-claim unto D. of, &c. his Heirs, Executors and Administrators, all and all manner of Actions, Suits, Debts, Judgements, Executions, Covenants, Accounts and Demands whatsoever, which I have, or may have against the said C. D. his Executors or Administrators, for any cause or matter whatsoever, from the beginning of the world to the Day of the date of these presents. In witness, &c.

Received by me A. B. of, &c. the Twentieth Day of May 1655. of C. D. of, &c. the Sum of Ten Pounds of, &c. for his half years Rent due to me, for his House in Dale at Michaelmas last: Of which said Sum, as I do hereby acknowledge the receipt, so do I acquit and discharge him the said C. D. his Executors and Administrators for ever by these presents, &c. In Witness, &c.

SECT. 15.

Confirmation.

Know all men, &c. That I A. B. of, &c. have ratified, approved and confirmed, and by these presents do, &c. to C. D. being in his full and peaceable possession and seisin, all that Messuage, &c. and all my Estate, Possession and Interest that I have, or may have of and in the same: To have and to hold the said Messuage, &c. to the said C. D. his Heirs and Assigns for ever. In witness, &c.

To all, &c. Whereas the said C. D. and E. F. have and do hold jointly for term of their Lives, and the Life of the longest Liver of them, one Messuage, &c. of the demise and grant of one M. S. as by Deed of the demise and grant thereof, made by the said M. S. at large appeareth: Now know ye, that the said C. D. for divers good causes him thereunto moving, doth by these presents surrender and yield up unto the said A. B. (to whom the reversion of the premisses is granted, and doth belong) for the term of the Life of the said C. D. all his Estate, Title, and Interest in and to the premisses, and in and to every part thereof, in as large and ample manner, as the said C. D. can or may surrender the same. In witness, &c.

SECT. 14.

Releases and Acquittances.

To all, &c. Whereas C. D. of, &c. holdeth of me, one Messuage, &c. for a term of years [or for the term of his Life.] Now know ye, That I the said A. B. for divers good causes me thereunto especially moving, have remised, released, and quit claimed, and by these presents do release and quit claim to the said C. D. and his Heirs for ever, being in full and peaceable possession thereof, all my Right, Title, Claim, Interest and Demand which I have or may, or of Right ought to have, of, and in, or to the said Messuage, &c. or any part thereof.

To

To all, &c. Know ye, That I A. B. of, &c. do for me, my Executors and Administrators, remise, release, and quit-claim unto D. of, &c. his Heirs, Executors and Administrators, all and all manner of Actions, Suits, Debts, Judgements, Executions, Covenants, Accounts and Demands whatsoever, which I have, or may have against the said C. D. his Executors or Administrators, for any cause or matter whatsoever, from the beginning of the world to the Day of the date of these presents. In witness, &c.

Received by me A. B. of, &c. the Twentieth Day of May 1655. of C. D. of, &c. the Sum of Ten Pounds of, &c. for his half years Rent due to me, for his House in Dale at Michaelmas last: Of which said Sum, as I do hereby acknowledge the receipt, so do I acquit and discharge him the said C. D. his Executors and Administrators for ever by these presents, &c. In Witness, &c.

SECT. 15.

Confirmation.

Know all men, &c. That I A. B. of, &c. have ratified, approved and confirmed, and by these presents do, &c. to C. D. being in his full and peaceable possession and seisin, all that Messuage, &c. and all my Estate, Possession and Interest that I have, or may have of and in the same: To have and to hold the said Messuage, &c. to the said C. D. his Heirs and Assigns for ever. In witness, &c.

S E C T. 16.

Defeazance.

This Indenture, &c. Between A. B. of, &c. of the one part, and C. D. of, &c. of the other part. Whereas the said C. D. by one Statute-Merchant bearing the date hereof, taken and acknowledged before L. M. and N. O. Bayliffs of, &c. Keepers of the greater part of the Seal of the said Statutes, and W. S. Gent. Clerk of the said Statutes, Keeper of the lesser part of the said Seal, doth stand bound to the said A. B. in the Sum of Five Hundred Pound of lawful, &c. payable, as in and by the said Statute appeareth; nevertheless it is agreed between the said Parties, and the said A. B. is contented and pleased, and by these presents for him, his Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said C. D. his Heirs, Executors, Administrators and Assigns, in manner and form following; that is to say, that if the said C. D. his Executors, Administrators, or Assigns, or any of them, do well and truly pay or cause to be paid unto the said A. B. his Executors, Administrators, or Assigns, the yearly Sum of Twenty Pounds of lawful, &c. at or in, &c. upon the first day of *August*, and the first day of *February* yearly, and every year, by equal portions, until the first day of *February*, which shall be in the year of our Lord 1670. and shall also pay or cause to be paid to the said A. B. his Executors, Administrators

ministrators or Assigns the Sum of two Hundred Pounds of lawful, &c. at, in, and upon the first day of *February*, which shall be in the said year of our Lord, 1670. at or in C. That then and from thenceforth the said Statute shall be void and of none effect. In Witness, &c.

S E C T. 17.

Bills and Obligations.

Memorandum, That I A. B. of, &c. do owe to C. D. of, &c. the sum of Ten Pounds of lawful, &c. to be paid to him, his Executors or Administrators, upon the Twentieth Day of *May* next ensuing the date hereof, at or in, &c. For the payment whereof I bind me, my Heirs, Executors, and Administrators by these presents. In witness, &c.

Memorandum, That we A. B. of, &c. and C. D. of, &c. do owe unto R. S. of, &c. ten Pounds of lawful, &c. to be paid to him, his, &c. at or in the dwelling, &c. and in manner following, *viz.* upon the Feast-day of, &c. now next coming, Five Shillings; and upon the Feast-day of the Annunciation, &c. then next following, other Five Shillings; and so from thenceforth yearly and every year then next and consequently following, upon every of the said Feast-days aforesaid, one following another, Five Shillings, until the said Ten Pounds be fully paid. To the which payment I binde my Heirs, Executors and Administrators, unto the said R. S. his Executors, Administrators, and Assigns, in the penalty of Ten Pounds of like Money by these presents. In witness.

Obligations, Bills, and Conditions of Obligations.

Know all men by these presents, that we A. B. of, &c. and C. D. of, &c. are holden and firmly bound unto R. S. of, &c. in one Hundred Pounds of lawful, &c. to be paid to the said R. S. his Executors, Administrators or Assigns; to the which payment well and truly to be made, we bind us, and either of us by himself, for the whole, and in the whole, and every of our Heirs, Executors and Administrators firmly by these presents. Sealed with our Seals, dated the Tenth day of May, in the year of our Lord 1675.

If it be but one bound, then you are to say only, I binde me, my Heirs, Executors and Administrators, leaving out, either of us by himself for the whole, &c.

The Condition of this Obligation is such, That if the abovebounden A. B. his Executors, &c. shall and do well and truly pay unto the above-named R. S. his Executors, &c. the Sum of Fifty Pounds of lawful, &c. at and upon the Twentieth Day of May now next following after the Date of these presents, at or in the now Dwelling-house of the said R. S. That then this Obligation shall be void.

That whereas the abovenamed W. S. at the entreaty and earnest request of the above-bounden I. H. became jointly and severally bounden together with the said I. H. and for the debt of the said I. H. in one Bond or Obligation of Twenty Pounds, bearing date, &c. for the payment

payment of the Sum of Ten Pound of, &c. unto I. C. of, &c. at, in, or upon, &c. at or in, &c. as by the said Obligation and Condition thereof may appear. Now if the said I. H. his, &c. or either of them, shall well and truly satisfie, content and pay, or cause to be paid unto the abovenamed I. C. his, &c. the said Sum of Ten Pound of, &c. at, in and upon the said Feast of, &c. at or in the said, &c. and also absolutely save and keep harmless the said W. S. his, &c. of or from the said Bond or Obligation, and from all damage, detriment or loss that may happen to the said W. S. his, &c. for or by reason of the said Bond or Obligation.

Or otherwise: If the said I. H. his Executors, &c. do and shall within ten daies next after the said Feast deliver, or cause to be delivered into the hands of the said C. D. his Heirs, Executors, or Administrators, the said Bond or Obligation cancelled, or else some some other lawful and sufficient Acquittance, or other Discharge of and concerning the same, That then, &c.

That if the above-bounden A. C. his Heirs, Executors or Administrators, shall for his and their parts well and truly hold, observe, perform, fulfil and keep all and singular the Covenants, Grants, Payments, Articles and Agreements, which on the part and behalf of the said A. are to be holden, observed, performed, fulfilled, done and kept, contained and specified in a certain pair of Indentures, bearing date the day of the date hereof, made between

the said A. C. of the one part, and the above-named D. E. of the other part, according to the true meaning thereof, that then, &c.

The condition, &c. That if the above bound T. B. his, &c. or any of them, shall for his and their parts well and truly hold, observe, perform, fulfil and keep one Covenant, contained, and specified, and written in a certain pair of Indentures, bearing date the day of the date of these presents, made between the said T. B. of the one part, and the above-named R. B. on the other part; which on the part of the said T. his, &c. are to be performed, touching and concerning the payment of Twenty Pound for every Acre of the said Lands, Tenements, Feedings, and Hereditaments in and by the said Indenture mentioned, or meant to be sold by the said T. to the said R. B. which shall be evicted or recovered out of the portion of the said R. his, &c. and so after the rate of a greater or lesser quantity of the said premisses so evicted, to be paid by the said T. B. his, &c. according to the true purport and meaning of the said Covenant, as by the said Covenant more at large appeareth. That then, &c.

The condition, &c. That whereas the above bound I. S. for a competent Sum of Money to him the said I. by the abovenamed W. F. in hand paid, hath undertaken to maintain and keep G. the Wife of the said W. being a Woman diseased, in the Poor-house without St. Bennets-Gate, in, &c. during her Life: Now if the said I. his, &c. shall at all times hereafter, and from time to time, during the natural Life of the

the said G. maintain and keep, or cause to be maintained and kept the said G. within the said house, and finde unto her sufficient Meat, Drink, and all other Necessaries; and of and from the maintaining and keeping of the said G. shall from time to time discharge the said W. his, &c. and also the Township and Inhabitants of C. aforesaid, That then, &c.

The Condition, &c. That whereas the above bound W. R. and J. his Wife, are desirous to make their aboad and dwelling in the aforesaid Town of B. And that the said W. to that purpose intendeth to hire a House within the said Town; if therefore the said W. R. nor J. his Wife, nor any of the Children of the said W. and J. now begotten, or hereafter to be begotten, by or of either of them, shall not at any time hereafter be chargeable to any of the Inhabitants of the said Township of B. in respect of any Poverty of estate, which may befall unto them, or any of them. And further also if the said W. and J. shall upon the Feast of, &c. next ensuing the date hereof, or within Ten Daies then next ensuing, quietly and peaceably depart out of the same Town, and dwell elsewhere out of the same Town (except further allowance be given unto them by the joint consent of the Church-Wardens and Overseers of the Poor of the said Town for the time being) That then, &c.

The Condition, &c. That whereas the above bound J. Y. shall (by the Grace of God) marry and take to Wife B. G. one of the late Daughters of P. G. deceased. Now if the
said

said Marriage shall take effect, if then the said J. Y. or his Heirs or Assigns shall within one year next after the said Marriage so had, or at the day of his Death, which of them shall first happen or come, sufficiently in the Law convey or assure, or cause to be conveyed or assured to the said B. or to some other person or persons to her use, Lands, Tenements, Rents, or Hereditaments of a good, perfect and indefeazible Estate or Estates in Fee-simple, of the clear yearly value of, &c. over and above all reprises, to the onely use of the said B. and her Assigns, for the term of her natural Life. And that the said Lands, Tenements, Rents, and Hereditaments, so to be conveyed and assured, shall at the time of the conveying and assuring of the same, be, and from time to time for ever after, during all the life time of the said B. shall continue free and clear of, and from all manner of charges and incumbrances whatsoever. That then, &c.

That whereas I. R. the Son of R. R. hath by his Indenture, bearing date the day of the date of these presents, put himself an Apprentice unto the abovenamed W. L. for the term of, &c. unto the Trade and Occupation of, &c. and to all such other Trades, Occupations and Mysteries as the said W. during the term aforesaid, shall use and exercise, as by the said Indenture more at large appeareth. Now if the said I. R. shall not at any time hereafter, during the said term, imbezzle, convey away, purloyn, waste, or mispend any of the Goods and Chattels, Wares and ready Money of the said W.

W. his said Executors, or Administrators, that shall at any time, during the said term, be committed to the charge and custody of the said I. to be sold, shall well and faithfully by his attendance, and by his best endeavour, and to the best benefit and profit of the said W. his said Executors, or Administrators, as the Market and Prices shall rule, sell and utter for and in the name of the said W. his Executors and Administrators, to such person and persons, Copemen of such Wares, as the said W. his Executors or Administrators shall advise and direct, for ready Money, or at reasonable Daies. And also of all such Sales, and of all such Sums of Money, with as much convenient speed as he can, make and yield unto the said W. his, &c. a true and perfect accompt in writing; and shall from time to time, in convenient time, do his best endeavour to gather in the Debts owing to the said W. for the Wares so by him sold, and all such Sum and Sums of Money as he shall receive from time to time, in most convenient time shall pay or cause to be paid to the said W. his said Executors or Administrators. That if the above-bounden A. his, &c. or any of them do pay or cause, &c. unto the above-named C. D. his, &c. at or in, &c. the Sum of, &c. of lawful, &c. within the time and space of, &c. next ensuing after the Day of Marriage, or Hour of Death of him the said A. B. which shall first happen after the date of these presents, That then, &c.

Whereas a Marriage is shortly to be had and solemnized

solemnized between the above-bounden A. and one M. B. Daughter of the said named B. The Condition of, &c. is such, That if the said M. shall dye without any Issue Male of her Body begotten by the said A. having any Daughter or Daughters by the said A. Then if the said A. his Heirs, Executors, or Administrators, or either of them, shall well and duely pay, or cause to be paid to the Eldest Daughter of the Bodies of the said A. and M. which shall be living at the time of the decease of the said M. Ten Pounds of, &c. at her the said Eldest Daughters Day of Marriage, or Age of Eighteen Years, whether of them shall first happen, and the yearly Sum of Twenty Pounds of, &c. every year, from the decease of the said M. until the full payment of the said Ten Pound; and unto the Second Daughter of the Bodies of the said A. and M. which shall be living at the time of the decease of the said M. if any such Daughter shall be, Ten Pounds of like, &c. as in the last. Or else if the said M. shall dye without any Issue Female of her Body by the said A. begotten: That then, &c.

That whereas I.S. the Son of W.S. being under the age of fourteen years, viz. of the age of six years or thereabouts, hath taken to Wife K. one of the Daughters of H. R. That if the said H. R. his Executors, &c. shall pay to the said W. S. the sum of one hundred pounds of, &c. within a month after the said I. S. and K. shall come to the age of fourteen years, and agree to the said Marriage, That then, &c.

The

The Condition is such, That if the above-bounded A. B. his Heirs, Executors, Administrators, and Assigns, for his and their parts and behalf, do and shall from time to time, and at all times hereafter in all things well and truly stand to, abide, perform, fulfill, and keep the Award, Arbitrament, Order, Rule, Judgement, final determination and end of L. M. of, &c. and N. O. of, &c. Gentlemen, Arbitrators indifferently chosen as well by the said A. B. of the one part, as the said C. D. of the other part, to award, order, rule, judge of and upon, and finally to end and determine all and all manner of Suits, Actions, Debts, Accounts, Quarrels, Debates, Controversies, or Demands whatsoever, heretofore had, moved, or stirred, or are now depending between the said A. B. and C. D. for any causes or matters from the beginning of the World to the day of the date hereof [or if it be any special matter referred, then so it must say] for any Causes or Matters depending between the said A. B. and C. D. for and concerning the Right, Title, or Interest of certain Copyhold-lands, lying and being in S. in the County of G. [Or for or concerning the sum of twenty two shillings heretofore taxed upon the said A. B. for divers kind of Parish-business within the said Parish of F.] So always as the same Arbitrators do make their Award and Judgment of and concerning the premisses, by writing indented under both their Hands and Seals, on this side the twentieth day of *June* next; and the one part of the same Writing indented under their Hands and
Seals

Seals do deliver or cause to be delivered to the said A. B. requiring the same upon the same six and twentieth day of *June* next, at the now dwelling-house of the said L. M. situate in H. aforesaid, between the hours of two and five of the Clock in the afternoon of the same day. And if the said Arbitrators shall not make the said Award before the said twentieth day of *June*, then if the said A. B. shall stand to abide and perform the Award of I. S. of, &c. an Umpire indifferently chosen between the said matters to end the said matters and differences, so as the same Award be made, set down in writing, and given up under the Hand and Seal of the said Umpire before the Feast of St. Michael, &c. And also if the said A. B. does not discharge the said Arbitrators or Umpire, or either of them in the mean time, That then, &c.

That whereas the Above-bounden A. B. holdeth by two several Copies of Court-roll of the Mannor of W. (both which Copies do bear date the tenth day, &c.) divers Copyhold-lands and Tenements, parcel of the said Mannor, for the term of his life, the remainder to C. B. Son of the said A. B. for the term of his life; and whereas the above-named A. B. intendeth to marry and take to his Wife one I. R. which said I. R. if the said Marriage shall be, and she the said I. R. shall overlive the said A. B. is and ought by the custome of the same Mannor to hold and enjoy the said Copyhold-premisses, during her Widowhood. Now the Condition of this Obligation is such, That if the said
A.B.

A. B. shall not at any time hereafter do, commit or suffer, or cause, &c. any act or thing whatsoever, whereby or by means whereof the said J. R. shall or may be barred, hindred, or foretold to have, hold, or enjoy the said Copyhold premises, or any part thereof, according to the custome of the said Mannour of W. during her Widdowhood; if she the said J. do happen to marry and survive the said A. B. and also if the said J. R. and her Assigns shall and may from and after her Intermarriage with the said A. B. and the Death of the said A. B. have, hold and enjoy the said Copyhold premises, and every part thereof during her Widdowhood, according to the Custome of the said Mannour, without any Let, Suit, Trouble or Interruption of, or by the said A. B. his, &c. or any person or persons lawfully claiming from, by, or under him, them, or either of them, That then, &c.

Any of these Covenants there may be turned to a Condition of an Obligation thus, by putting to these words [that if] to the beginning of it; and to the end thereof these words [that then the Obligation shall be void.]

SECT. 18.

Articles of Agreement.

This Indenture made, &c. Witnesseth, That whereas heretofore divers Controversies, Suits, and Troubles have risen, and yet be, betwixt the said Parties, of, about, and concerning one Farm, lying and being in H. within the Township

ship of A. in the County of D. in the tenure and occupation of the said T. R. to which Farm the said F. R. maketh claim and pretendeth title and right, to the intent that the aforesaid title in and to the aforesaid Farm, may quietly be tried betwixt the said Parties, in some of the Kings Majesties Courts according to the Laws of this Kingdome, with as much speed as the Law will the same permit and suffer, without any delay to be sought or had by either of the said Parties: And to the end that Favour, Friendship, Neighbourly Love might be in the mean time continued between the said Parties, their Servants, and Families; and that all unlawful and forcible Attempts, Entries, and Breaches of the Kings Majesties Peace may be eschewed, and all other enormities and harms that thereupon might grow and come, escaped: It is covenanted, &c. and either of them for himself, &c. doth covenant, &c. that all the Hay that is or shall be gotten in and upon the said Farm, in this next Hay-harvest, shall be mowed, made, and inned at the indifferent Costs and Charges of both the said Parties, and by their mutual Consents, Agreements, Directions and Commandments, laid in some one convenient place for the preservation of the same within the said Farm, without all covin and deceit. And that all the said Hay so inned and placed (as is aforesaid) shall there remain indifferently and safely kept unoccupied by either of the said Parties, their, &c. until such times as the said pretended title and right be thoroughly and lawfully tried and known

known between the said Parties, their, &c. and then the said Hay to be delivered to him or them, their, &c. according to their Rights therein, without all covin. And also that the said Parties shall and may occupy and eat all the Grass growing in and upon the said Farm, with their Beasts and Cattle together in common, and undivided, without any disturbance or let had or made by the one of them to the other of them, and without any let or disturbance to be made by theirs, &c. of the one of them, to theirs, &c. of the other, of them, until the said pretended Right and Title unto the said Farm shall be fully and lawfully discussed, tried and known, betwixt the said Parties, their, &c. according to the Laws of this Nation. And then, and after the said Title and Right fully and lawfully tried and ended by the said Laws, that it shall and may be lawful to and for the said Parties, or either of them, their Heirs or Assignes, To have, &c. the said Farm with the Appurtenances to their Heirs or Assigns, or the Heirs, or Assigns of them, or either of them for ever, according to his and their Right and Title so to be tried and found, without any further Suit or Trouble. And also that this Agreement, nor the indifferent possession of the said Farm, to be occupied as is before expressed, shall not at any time hereafter be prejudicial or hurtful to either of the said Parties, their Heirs or Assigns, touching or concerning the Trials of their Titles and Rights, or the Title, Right and Possession of either of them; nor that the one shall take or seek any advantage in Law
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thereby against the other ; but that either of them shall and may have and take like advantage in the Law of this Land, the one against the other, in as ample and large manner, and in no other wise or manner, than as though there had never been any such Order or Agreement, or occupation of the said Farms, made or taken between the said Parties, their Heirs, or Assignes, any thing in this present Indenture contrary notwithstanding. And also that the said T. R. and F. R. and either of them, their Heirs or Assigns, shall further and haste with as much speed as in them or either of them is, and may be done, had and suffered by the Law of this Nation, all and every such Action, Suit, or Complaint, as is and shall be commenced and begun between them, their Heirs or Assignes, for the speedier and better trial of the said pretended Right, Title, or Possession of the said pretended Farm, all delays in the said Suit, Action or Complaint set apart. And also that some one Action shall be agreed upon between the said T. R. and F. R. wherein the said F. shall be Plaintiff or Demandant, by the advise of both their Learned Council in the Law, whereby the said pretended Right or Title to the said Farm may be best and more speedily tryed and found out, according to the Laws of this Nation, without all covin. And the said T. R. and F. R. shall behave themselves friendly and lovingly the one toward the other, by and during all the time of the said Trial, according to the Laws of God and this Nation. And that for
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the better performance and fulfilling of all and singular Covenants, Grants and Agreements, contained and specified within these present Indentures, according to the true meaning thereof, either Party shall be bound to other in the Sum of Four Hundred Pounds of lawful English Money, &c.

*Bargains, and Sales, and Gifts of Goods
and Chattels.*

This Indenture made, &c. Witnesseeth, That the said A. B. hath bargained and sold, and by these presents bargaineth and selleth unto the said C. D. Twenty quarters of Wheat, and Twenty quarters of Rye, good Wheat and Rye, clean and merchantable, with the best; accounting eight bushels with the heap to every quarter: All which twenty quarters of Wheat, and twenty quarters of Rye, the said A. B. doth covenant, &c. that he, his Executors or Assigns, at his or their own Cost and Charge, shall deliver or cause to be delivered unto the said C. D. to his Executors or Assignes, frank and free, at the Dwelling-house of the said C. D. at L. aforesaid, before the Feast of, &c. For the Bargain and Sale of all which twenty quarters of Wheat, and twenty quarters of Rye, and for the delivery thereof in manner and form aforesaid, the said C. D. covenanteth, &c. to pay or cause to be paid to the said A. B. his Executors or Assigns, for every quarter of the said Wheat eight Shillings, &c. and for every quarter of the said Rye six Shillings, &c. in manner and form following. That is to say, &c. In witness whereof, &c.

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This Indenture made, &c. Witneffeth, That the faid I. B. for a certain fum of Money to him in hand paid by the faid R. S. whereof the faid I. B. acknowledgeth himfelf, &c. hath bargained and fold by thefe presents, and for him, his Heirs, Executors and Affignes for ever, doth bargain and fell fourty Oaks, as they ftand now and grow in a certain Wood, called by the name of B. within the Parifh of D. in the faid County of S. and as the fame fourty Oaks, and every of them are before the infealing and delivery of thefe prefent Indentures figned and marked, with all commodities belonging to the fame, unto the faid R. S. his Executors, and Affignes, and Servants to have free liberty of accefs, reccfs, courfe and recourfe at all times, at their will and pleafure, to and from the faid Wood, called B. without any let, denial or interruption of the faid I. B. his Heirs or Affignes ; as alfo to hew, fquare, fawe and bark the fame Oaks, or any of them. And alfo to ufe any devife with Horfe, Carts, and Waynes, and all other devifes, for the carrying away of the faid fourty Oaks and every of them. And alfo that the faid R. S. his Executors and Affignes to have free liberty until the Feaft, &c. to dig pits, called Saw-pits, within the faid Wood called B. where he thinketh beft ; fo that the pits be filled again by him the faid B. his Executors and Affignes, within fix Weeks after the carrying away of the faid Wood and Trees. And he the faid R. S. his Executors or Affignes, fhall fence and amend the Hedges and Fences in and about the
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the premisses, in all such places as shall be broken, trodden down, or otherwise wasted by occasion of the premisses, at his or their charges, on this side, &c. taking sufficient Hedge-boot upon the same grounds for the doing of the same. Provided alwaies, that the said R. S. his Executors, Assignes or Servants, shall at no time hereafter lawfully do any hurt or damage either of the Grasse or Corn, other than for the necessary cutting, sawing and carrying of the said Wood and Trees. In witness, &c.

This Indenture, &c. Witnesseth, That the said A. B. the day of the making hereof, hath bargained and sold, and by these present Indentures doth clearly bargain and sell unto the said E. all those his Woods and Underwoods, now standing and growing in and upon his Groves or Hedge-groves called M. in, &c. And the said E. doth covenant and grant by this Indenture, that he, his Executors or Assignes, shall leave standing in and upon the foresaid Lands called M. competent and sufficient stathels and stores, according to the Custome in the same Countrey heretofore used. And also the said E. doth covenant and grant by this Indenture, that he, his Executors or Assigns, at their own cost and charges, all Hedges and Defences belonging to the said Groves and Hedge-groves well and sufficiently shall amend, restore and repair, when and as often as need shall require, from the day of the felling of the said Woods, to the end and term of, &c. then next ensuing, for the safeguard of the Springs
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growing upon the same. And the said E. doth further covenant and grant by these presents, that he, his Executors, or Assigns shall not fell any of the said Woods or Underwoods, but in due and seasonable times of felling; that is to say, yearly between the Feasts of, &c.

And the foresaid A. B. for his part doth covenant and grant by this Indenture, that the said G. his Executors and Assignes shall have free ingress and regress to and from the said Woods and Underwoods, with Horse, Cart and Carriage, at all times according to his pleasure, for the felling, hewing, cutting down, and carrying away the aforesaid Underwoods, in manner and form afore declared, during all the foresaid term, without let or interruption of any person or persons. For the sale and bargain of all which Woods and Underwoods, the said E. doth covenant and grant by these presents, to pay, or, &c. of which, &c. the said A. B. knowledgeth himself well and truly satisfied and paid, and thereof and of every parcel of the same, clearly doth acquit and discharge the said I. his Heirs and Executors by these presents. In witness, &c.

This Indenture, &c. Witnesseth, that the said R. hath bargained and sold, &c. to the said D. all those his Woods and Underwoods, called and known by the name of, &c. except the Land and Soil of the said Woods and Underwoods, and also Wayvers called Standerds of, &c. onely excepted and reserved to the said R. and to his Heirs, Executors and Assigns. And the said T. covenanteth, &c. that he the said T. his, &c. shall fell and carry away all the said Woods,

Woods and Underwoods (except before excepted) within two years next ensuing the date of these presents, at meet and seasonable times in the year, so that the spring of the same Woods may come and grow again in due course.

And the said T. covenanteth, &c. that he the said T. his, &c. shall acquit, discharge and save harmless the said R. his Executors and Assigns against all men, of, and for the payment of any manner of Tythe which shall happen hereafter, or arise to be due or demanded of and for the Woods and Underwoods so to be sold, as is aforesaid. Provided alwaies, and it is further covenanted, &c. that if it happen the said T. hereafter lawfully to be interrupted, &c. by any person or persons pretending any lawful Title to the premisses, within one year next ensuing the date of these presents, so that he cannot or may not lawfully take, sell, and carry away the said Wood, according to the meaning of these presents, and of the Covenants comprised within the same : That then the said R. or his Executors shall allow and pay unto the said T. his Executors or Assignes the value of the said Woods that shall happen to be lawfully taken away from the said T. after the reasonable rate and value of the said Woods that so shall happen to be lawfully taken away from the said T. his Executors or Assigns, contrary to the true meaning of these presents, &c.

This Indenture made, &c. between A. of, &c. of the one part, and B. of, &c. of the other part, Witnesseth, that the said A. in consideration that the said B. at the request of the said A. is become pledge for the said A. in the Court

of the Tollie in *Gloucester*, to stand to the Judgement of the said Court, in an Action brought therein by F. M. for one hundred Pounds against the said A. Defendant for three hundred pounds rent; so in consideration of, &c. hath bargained and sold, and by these presents doth bargain and sell to the said B. all those thirteen Ricks or Stacks of Barley and Wheat, standing and being in, &c. about twenty five Loads in the whole. To have and to hold to the said B. his, &c. for ever, to the use of the said B. his, &c. for ever. Provided that the said B. shall not dispose of the said Corn, or any part thereof, till *May* next. And if the said A. his, &c. shall before that time discharge the said B. of the said Action, either by getting a release thereof from the said F. M. or otherwise, that then this Bargain and Sale to be void. In Witness, &c.

To all, &c. Know ye that I the said A. B. in consideration of, &c. have bargained, &c. and by these presents do fully and absolutely bargain, sell and deliver unto the said C. D. his, &c. all and singular the Goods, Chattels, Cattle and Implements of Household in these presents following, (*viz.*) To have and to hold to the said C. D. his Executors and Administrators for ever, without any manner of reclaim, account-making, or demand whatever. Provided that I the said A. B. my, &c. or any of us, pay to the said C. D. his, &c. attornment, &c. the Sum of, &c. at and upon, &c. that then this present bargain and these presents shall be void, any thing herein contrary notwithstanding. And I the said A. B. do by these presents

sents for me, &c. covenant, &c. that I the said A. B. at the time of the enfealing and delivery of these presents, am sole, proper, right and absolute Owner of all the said Goods, Cattle, Chattels and implements; and that if I, my Executors, &c. and every of us, shall make default of payment of the said Sum of, &c. or of any part thereof, in manner as aforesaid, that then he the said C. D. his, &c. shall and may quietly have and enjoy all the said bargained premisses, without the let or interruption of any person or persons whatsoever. In witness, &c.

This Indenture, &c. hath given and granted, and by these presents doth give and grant unto the said C. D. his Executors and Administrators, all the Goods, Cattle, Household-stuff and other Implements of Household, and all other the Goods and Chattels, of what nature soever, of him the said A. B. in whose hands soever the same are; the Gold, Silver and Coin which the said A. B. is owner of, or now hath, only excepted; To have and to hold to the said C. D. his, &c. and to his and their own use and uses for ever: Nevertheless it is agreed that the said A. B. for one year next following, shall and may lawfully use or occupy the same granted Goods, or any of them, not making any spoil therein. And in consideration hereof, the said C. D. doth, &c. that he the said C. D. his, &c. shall and will finde and provide to the said A. B. during his natural Life, convenient and sufficient Meat, Drink and Apparel, and also one fit and decent Room for the said A. B. to lodge in severally, with Fire and Candle necessary, and one person to attend him during

during his natural Life. And moreover, that it shall be lawful for the said A. B. to make and declare his last Will of Goods to the value of Ten Pounds. And the said C. D. his, &c. shall and will perform the same by payment of the Legacies given, according to the true meaning thereof, so as the same Legacies do not exceed Forty Pounds. And the said C. D. doth further grant for him, his, &c. to pay to the said A. B. during his natural Life, the yearly Rent of, &c. at two Feasts in the year; that is to say, &c. by even Portions. In witness, &c.

Or thus: To all, &c. Know ye that I, &c. have given and granted, and by these presents do, &c. all and singular my Goods, Wares, Household-stuff, Plate, Jewels, ready Money, &c. to have and to hold, levy, perceive, use, receive and enjoy the same unto the said C. D. his, &c. to the only use of the said C. D. his, &c. and as his and their own proper Goods, for ever, freely and quietly, without any manner of claim or demand of me the said A. B. my, &c. or any other person or persons, by my means or procurement in any manner of wise, and without any account, reckoning, or answer therefore to me or any in my name to be given, rendered, or done in time to come. And I the said A. B. my, &c. all the said Goods, Chattels and other things before given unto the said C. D. his, &c. to the use aforesaid, against all people shall and will warrant and defend by these presents. In witness, &c.

There are many kinds of Instruments and Prefidents, which you may finde in the Book of Prefidents.



A T A B L E,

Shewing the beginning of every **KINGS** Reign from the Conquest; together with the Year of Christ, answering to every Year of each King's Reign; whereby the true date of any Deed since that time may presently be found out, the Years of the Lord beginning at the 25th of *March*.

William the Conqueror		18	1084			19	1119
		19	1085			20	1120
<i>began his</i>		20	1086	Henry I. Aug. 1.		21	1121
<i>Reign the 15th of</i>		<i>10 Months,</i>		<i>1100.</i>		22	1122
<i>October 1066.</i>		<i>21 Days.</i>				23	1123
				<i>Anno</i>		24	1124
<i>Reg.</i>	<i>Anno</i>	William Rufus,		<i>Reg.</i>	<i>Dom.</i>	25	1125
		<i>Sept. 9. 1087.</i>		1	1101	26	1126
1	1067			2	1102	27	1127
2	1068	<i>Anno</i>		3	1103	28	1128
3	1069	<i>Reg.</i>	<i>Dom.</i>	4	1104	29	1129
4	1070	1	1088	5	1105	30	1130
5	1071	2	1089	6	1106	31	1131
6	1072	3	1090	7	1107	32	1132
7	1073	4	1091	8	1108	33	1133
8	1074	5	1092	9	1109	34	1134
9	1075	6	1093	10	1110	35	1135
10	1076	7	1094	11	1111	<i>4 Months, 12 Days.</i>	
11	1077	8	1095	12	1112		
12	1078	9	1096	13	1113		
13	1079	10	1097	14	1114		
14	1080	11	1098	15	1115		
15	1081	12	1099	16	1116		
16	1082	<i>11 Months,</i>		17	1117		
17	1083	<i>19 Days.</i>		18	1118		

Steph.

The Kings Reigns.

		9	1163	8	1197	6	1222
		10	1164	9	1198	7	1223
Steph. Decemb. 2.		11	1165	9 Months,		8	1224
1135.		12	1166	19 Days.		9	1225
		13	1167			10	1226
Anno		14	1168			11	1227
Reg.	Dom.	15	1169	John, April 6		12	1228
1	1136	16	1170	1199.		13	1229
2	1137	17	1171			14	1230
3	1138	18	1172	Anno		15	1231
4	1139	19	1173	Reg.	Dom.	16	1232
5	1140	20	1174	1	1200	17	1233
6	1141	21	1175	2	1201	18	1234
7	1142	22	1176	3	1202	19	1235
8	1143	23	1177	4	1203	20	1236
9	1144	24	1178	5	1204	21	1237
10	1145	25	1179	6	1205	22	1238
11	1146	26	1180	7	1206	23	1239
12	1147	27	1181	8	1207	24	1240
13	1148	28	1182	9	1208	25	1241
14	1149	29	1183	10	1209	26	1242
15	1150	30	1184	11	1210	27	1243
16	1151	31	1185	12	1211	28	1244
17	1152	32	1186	13	1212	29	1245
18	1153	33	1187	14	1213	30	1246
11 Months,		34	1188	15	1214	31	1247
20 Days.		9 Months,		16	1215	32	1248
		5 Days.		17	1216	33	1249
				7 Months,		34	1250
				0 Days.		35	1251
Hen. 2. Octob. 25.		Rich. I. July 9				36	1252
1154.		1189.				37	1253
				Hen. 3 Octob 19.		38	1254
				1216.		38	1255
						40	1256
Anno		Anno		Anno		41	1257
Reg.	Dom.	Reg.	Dom.	Reg.	Dom.	42	1258
1	1155	1	1190	1	1217	43	1259
2	1156	2	1191	2	1218	44	1260
3	1157	3	1192	3	1219	45	1261
4	1158	4	1193	4	1220	46	1262
5	1159	5	1194	5	1221	47	1263
6	1160	6	1195				
7	1161	7	1196				
8	1162						

The Kings Reigns.

48	1264	25	1297		36	1352	
49	1265	26	1298		37	1363	
50	1266	27	1299	Edw. 3. Jan. 25.	38	1364	
51	1267	28	1300	1326.	39	1365	
52	1268	29	1301		40	1366	
53	1269	30	1302	Anno	41	1367	
54	1270	31	1303	Reg. Dom.	42	1368	
55	1271	32	1304	1	1327	1369	
56	1272	33	1305	2	1328	1370	
1 Months, 0 Days.		34	1306	3	1329	1371	
		8 Months, 9 Days.		4	1330	1372	
				5	1331	1373	
				6	1332	1374	
				7	1333	1375	
Edw. 1. Nov. 16. 1272.		Edw. 2. July 7. 1307.		8	1334	1376	
				9	1335	11 Month, 7 Days.	
Anno				10	1336		
Reg. Dom		Reg. Anno		11	1337		
1	1273	1	1308	12	1338		
2	1274	2	1309	13	1339	Rich. 2. June 21. 1377.	
3	1275	3	1310	14	1340		
4	1276	4	1311	15	1341		
5	1277	5	1312	16	1342	Anno	
6	1278	6	1313	17	1343	Reg. Dom.	
7	1279	7	1314	18	1344	1	1378
8	1280	8	1315	19	1345	2	1379
9	1281	9	1316	20	1346	3	1380
10	1282	10	1317	21	1347	4	1381
11	1283	11	1318	22	1348	5	1382
12	1284	12	1319	23	1349	6	1383
13	1285	13	1320	24	1350	7	1384
14	1286	14	1321	25	1351	8	1385
15	1287	15	1322	26	1352	9	1386
16	1288	16	1323	27	1353	10	1387
17	1289	17	1324	28	1354	11	1388
18	1290	18	1325	29	1355	12	1389
19	1291	19	1326	30	1356	13	1390
20	1292			31	1357	14	1391
21	1293	7 Months, 9 Day.		32	1358	15	1392
22	1294			33	1359	16	1393
23	1295			34	1360	17	1394
24	1296			35	1361	18	1395
						19	

The Kings Reigns.

19	1396	8	1420	32	1454	
20	1397	9	1421	33	1455	Rich. 3. June 22.
21	1398	5 Months,		34	1456	1483.
22	1399	24 Days.		35	1457	Anno
3 Months,				36	1458	Reg. Dom.
14 Days.				37	1459	1 1484
		Hen 6. Aug. 31.		38	1460	2 1485
		1422.		9 Months,		2 Months,
		Anno		16 Days.		5 Days.
Hen. 4. Sept. 29.						
1399.						
	Anno	Reg.	Dom.	Edw. 4. March 4.		
Reg.	Dom.	1	1423	1460.		Hen. 7. Aug. 22.
1	1400	2	1424			1485.
2	1401	3	1425		Anno	
3	1402	4	1426	Reg.	Dom.	Anno
4	1403	5	1427	1	1461	Reg. Dom.
5	1404	6	1428	2	1462	1 1486
6	1405	7	1429	3	1463	2 1487
7	1406	8	1430	4	1464	3 1488
8	1407	9	1431	5	1465	4 1489
9	1408	10	1432	6	1466	5 1490
10	1409	11	1433	7	1467	6 1491
11	1410	12	1434	8	1468	7 1492
12	1411	13	1435	9	1469	8 1493
13	1412	14	1436	10	1470	9 1494
6 Months,		15	1437	11	1471	10 1495
3 Days.		16	1438	12	1472	11 1496
		17	1439	13	1473	12 1497
		18	1440	14	1474	13 1498
		19	1441	15	1475	14 1499
Hen. 5. March 20.		20	1442	16	1476	15 1500
1412.		21	1443	17	1477	16 1501
		22	1444	18	1478	17 1502
	Anno	23	1445	19	1479	18 1503
Reg.	Dom.	24	1446	20	1480	19 1504
1	1413	25	1447	21	1481	20 1505
2	1414	26	1448	22	1482	21 1506
3	1415	27	1449	1 Month,		22 1507
4	1416	28	1450	8 Days.		23 1508
5	1417	29	1451			8 Months,
6	1418	30	1452			19 Days.
7	1419	31	1453			Hen. 8.

The Kings Reigns.

		36	1545	5	1553		
		37	1546	6	1564		
Hen. 8. April 22.		10 Months,		7	1565	Jac. March 24.	
1509.		1 Day.		8	1566	1603.	
				9	1567		
Anno		Edw. 6. Jan. 28.		10	1568	Anno	
Reg.	Dom.	1546.		11	1569	Reg.	Dom.
1	1510			12	1570	1	1603
2	1511	Anno		13	1571	2	1604
3	1512	Reg.	Dom.	14	1572	3	1605
4	1513	1	1547	15	1573	4	1606
5	1514	2	1548	16	1574	5	1607
6	1515	3	1549	17	1575	6	1608
7	1516	4	1550	18	1576	7	1609
8	1517	5	1551	19	1577	8	1610
9	1518	6	1552	20	1578	9	1611
10	1519	5 Months,		21	1579	10	1612
11	1520	19 Days.		22	1580	11	1613
12	1521			23	1581	12	1614
13	1522			24	1582	13	1615
14	1523	Mary, July 6.		25	1583	14	1616
15	1524	1553.		26	1584	15	1617
16	1525	Anno		27	1585	16	1618
17	1526			28	1586	17	1619
18	1527	Reg.	Dom.	29	1587	18	1620
19	1528	1	1554	30	1588	19	1621
20	1529	2	1555	31	1589	20	1622
21	1530	3	1556	32	1590	21	1623
22	1531	4	1557	33	1591	22	1624
23	1532	5	1558	34	1592	0 Months,	
24	1533	4 Months,		35	1593	3 Days.	
25	1534	22 Days.		36	1594		
26	1535			37	1595		
27	1536	Eliz. Novem. 17.		38	1596	Car. I. March 27.	
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29	1538			40	1598		
30	1539	Anno		41	1599	Anno	
31	1540	Reg.	Dom.	42	1600	Reg.	Dom.
32	1541	1	1559	43	1601	1	1625
33	1542	2	1560	44	1602	2	1626
34	1543	3	1561	4 Months,		3	1627
35	1544	4	1562	15 Days.		4	1628

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5	1629	20	1644	2	1650	17	1665
6	1630	21	1645	3	1651	18	1666
7	1631	22	1646	4	1652	19	1667
8	1632	23	1647	5	1653	20	1668
9	1633	24	1648	6	1654	21	1669
10	1634	11 Months,		7	1655	22	1670
11	1635	3 Days.		8	1656	23	1671
12	1636			9	1657	24	1672
13	1637			10	1658	25	1673
14	1638	Car. 2. Jan. 30.		11	1659	26	1674
15	1639	1648.		12	1660	27	1675
16	1640			13	1661	28	1676
17	1641	Anno		14	1662	29	1677
18	1642	Reg.	Dom.	15	1663		
19	1643	I	1649	16	1664		

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FINIS.

